

RELEASE FORM ACCIDENT WAIVER, RELEASE OF LIABILITY, MEDIA

ACCIDENT WAIVER AND RELEASE OF LIABILITY

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: Fresh Start, any and all event organizers and sponsors, and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;
- (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that Fresh Start and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

MEDIA

I hereby consent to and authorize the use of my likeness be used in printed and/or audiovisual material by Project Funway, Fresh Start, and the organizers or sponsors of the event. I understand that this includes film, photography or print information and that this information could be used for outreach, awareness and publicity purposes such as TV, newspaper, social media, and websites.

I hereby waive any right I may have to inspect and/or approve the finished product or the advertising copy that may be used in connection therewith or the use to which it may be applied. I hereby waive all claims for any compensation of such use or for damages.

The media portion of this release shall be valid until revoked in writing. To revoke media release, please send a written request to Fresh Start.