

# **EVENT RELEASE AND WAIVER OF LIABILITY**

By signing this Event Release and Waiver of Liability (“Waiver”), and for consideration of participation in **Bagong Kulturang Pinoy’s (BKP) BATTLE OF THE BANDS** event (“Event”), currently scheduled to take place on **March 9, 2024, at The Armory, 191 Highland Ave., Somerville, MA 02143,**

I, \_\_\_\_\_, fully and completely waive and release Bagong Kulturang Pinoy (“BKP”), its chapters, directors, officers, administrators, representatives and executors, past and present employees, volunteers, agents, supervisors, participants, all state and local governments, assigns, sponsors, their representatives and successors and other persons (collectively, the “Releasees”), from any and all claims, liabilities, damages, and/or causes of action arising out of an injury to me (or my dependent) and from any and all claims, liabilities, damages, and/or cause of actions arising from, or relating to, my (or my dependent’s) participation or attendance in the Event.

## **Inherent and Potential Risks**

I understand that the Event may involve strenuous physical activity associated with lifting equipment. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in the Event, including relating to the risk of physical activity, tripping, collisions with other participants, or falling. I acknowledge that I (or any person listed on this Waiver) may incur minor injuries and major injuries. I assume all risks associated with coming into contact with other participants and volunteers (including, but not limited to, contracting a disease), collisions with other participants, negligent or wanton acts of other individuals. I assume all risks associated with consuming any food or drink during the Event. I am solely responsible for any adverse health effects from food or beverage consumption, regardless of any allergy, known or unknown, that I (or any person listed on this Waiver) may have. To the extent that applicable statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Releasees.

I agree to dress myself (or my dependent) appropriately as to mitigate the risk of physical injury to myself (or my dependent) including.

I agree that the Releasees are not responsible for any personal items or property lost or stolen before, during, or after the Event.

Weapons are strictly prohibited at this event. I agree not to bring a weapon of any kind to the Event.

## **Medical Evaluation**

I attest that I (or any person listed on this Waiver) am medically and physically able to participate in the Event. If I experience any doubt as to my (or any person listed on this Waiver’s) ability to successfully and safely participate in and/or complete the Event, I take full responsibility for consulting a physician. I attest that, if I (or any person listed on this Waiver) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or any person listed on this Waiver) should have or did consult a physician prior to participating in the Event. I consent to emergency medical care and transportation in the event of injury to me (or any person listed on this Waiver) as medical professionals may deem appropriate. This Waiver extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligent emergency rescue operations.

## **Voluntary Participation**

I am fully aware of the risks connected with participation in the Event, whether specifically listed in this Waiver or not, and I voluntarily elect to participate in the Event knowing that my participation involves

these risks. My voluntary participation and waiver also acknowledge any additional risks occasioned by any inherent or previously-existing physical limitations, whether known to me or not, that I or my dependent may have.

### **Assumption of Risk, Waiver of Liability, Release, and Covenant Not To Sue**

In consideration for being permitted to participate in the Event, I voluntarily agree for myself, my family, heirs, assigns, executors, and administrators to the following:

1. TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY that may be sustained by me (or any person listed on this Waiver), or any loss or damage to property owned by me (or any person listed on this Waiver), as a result of participating in the Event.
2. TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE the Releasees from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might have or acquire in the future, arising out of or related to any loss, damage, or injury, that may be sustained by me (or any person listed on this Waiver), or to any property belonging to me (or any person listed on this Waiver), while participating in the Event including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the negligence or carelessness of the Releasees.

### **Acknowledgement and Compliance with Rules**

I agree to observe all rules and to abide by any decision of an Event official relative to my (or my dependent's) ability to safely participate in the Event. I agree to exhibit appropriate behavior at all times and to obey all laws. Event officials may dismiss me (or my dependent), without refund, should my (or my dependent's) behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind.

### **Contagious or Infectious Disease Acknowledgement**

I hereby acknowledge and understand my participation includes the possible exposure to and illness from contagious or infectious diseases, such as the coronavirus ("COVID-19"). I accept the risk of life-threatening illness, temporary or permanent disability, or even death. I understand that BKP cannot guarantee that I will not become infected with a contagious or infectious disease and that being at this event may increase my risk of contracting such disease or illness.

Further, I knowingly and voluntarily agree to follow all required and relevant federal, state, local, and BKP guidelines and recommendations to maintain the health and safety of event attendees. I will not participate in the ride if I am sick or if I have knowingly been exposed to someone with symptoms of an infectious or contagious disease. Prior to the event, I acknowledge and agree that I will fully and truthfully fill out and sign any waivers, releases, and/or questionnaires that may be required of me by BKP as a condition to volunteering at the event.

### **Severability**

I agree that if any portion of this Waiver is deemed to be invalid, the remainder of the Waiver will still be binding and enforceable.

### **Photography and Website Release**

I hereby grant full permission to BKP to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of my participation in this Event, including all BKP sponsored pre and post Event activities, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations, as well as to use my

name, voice, likeness, and/or other indicia of identity, for editorial, educational, promotional, advertising, and commercial purposes, including without limitation in connection with the solicitation of contributions and the furtherance of the objectives of BKP. Further, I relinquish all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records of the Event I may take or capture for BKP.

I grant permission for BKP to publish and recognize my participation in BATTLE OF THE BANDS on its website and social media.

**I acknowledge and represent that I have carefully read and understand all terms of this Waiver.**

Full Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**COMPLETE BELOW SECTION IF YOU ARE A PARENT/GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 16:**

I attest that I am in fact the parent or legal guardian of the below-named participant(s). I hereby give my approval to this individual's participation in the Event. I assume all risks and hazards incidental to such participation, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Releasees for any claim arising or any injury to my dependent and from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever arising out of or connected with my dependent's participation in the Event. I consent to the foregoing and grant permission for my dependent to participate in the Event. I attest that if my dependent, the below-named participant(s), is under sixteen (16) years of age as of the date of the Event, he or she will be accompanied by an adult eighteen (18) years of age or older throughout the entirety of his/her participation in the Event.

Child's Full Name: \_\_\_\_\_ Parent/Guardian Initials: \_\_\_\_\_

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Child's Full Name: \_\_\_\_\_ Parent/Guardian Initials: \_\_\_\_\_

I acknowledge I have carefully read, accept, and agree to the terms on this Waiver, and know and understand its contents and I sign and initial for children under the age of 18, the same on my own free act and deed.

Parent/Guardian's Full Name (Print): \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_