



## **PARTICIPANT'S RELEASE OF LIABILITY, WAIVER OF RIGHTS, AND ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

I, the undersigned Participant, hereby acknowledge that I have voluntarily elected to travel to and attend the event sponsored by The Send listed below, and I willingly execute this agreement in consideration of my registration with The Send.

**ELECTIVE PARTICIPATION:** I acknowledge that my participation is elective and voluntary, and that I have made all travel arrangements myself for the trip.

**RULES AND REQUIREMENTS:** I agree to conduct myself in accordance with the policies and procedures of The Send, and not to engage in any activities that are illegal, immoral, or not recommended on the trip. The Send may publish from time to time rules and regulations for all participants to its events, and I agree to regularly check its website for all updated requirements.

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE** The Send, its governing board, directors, officers, employees, agents, volunteers, on its behalf (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury or property damage that I may suffer as a result of my participation.

**ASSUMPTION OF RISK:** I understand that there are potential risks incidental to any travel and attendance at events. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OR FAULT OF RELEASEES**, and assume full responsibility for my participation.

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury or property damage that I may suffer as a result of my participation for the event, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES OR OTHERWISE.**

**CHOICE OF LAW:** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Florida, USA.

**SEVERABILITY:** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby but shall be in full force and effect.

**TRAVEL WARNING:** I understand that I am responsible for doing my own regular research into travel warnings issued by the US State Department, Homeland Security or other agencies. I agree that I am solely responsible for taking all necessary precautions for my own safety, well-being and protection, and I agree to heed all instructions from all police, military and private security officials, and I further agree that The Send is not responsible for my protection and security.

**MEDICAL CONDITIONS:** If I have any medical or physical condition or limitation, or if I contract any illness or disease, I agree that I am solely responsible for making all arrangements for any required medical treatment, care, or transportation to the appropriate facilities, and I agree that The Send is not responsible for my well-being nor for providing me with any medical treatment, care, or transportation.

**TERRORISM, WAR AND CRIME:** I understand that The Send cannot prevent terrorism, war or crime, nor insure against it, but I understand that the police, military and private security officials are charged with responding. I agree that The Send is not responsible for my security and protection from terrorism, war and crime.

**I HAVE READ THIS TWO-PAGE AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, BUT I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT BECAUSE I CHOOSE TO PARTICIPATE. BY MY SIGNATURE, I REPRESENT THAT I AM AT LEAST SIXTEEN YEARS OF AGE AND OF SOUND MIND AND MEMORY.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Witness

**EVENT LOCATION:** Camping World Stadium

**DATE:** February 23, 2019