

Waiver, Release of Liability, Indemnification Agreement (“Waiver”)

I, the undersigned, acknowledge, agree and understand that:

1. Voluntarily and of my own free will, I elect to attend or participate in any or all activities associated with the ICON Holiday Craft Show which is an event held at the Hendricks County 4-H Fairgrounds and Conference Complex, November 14, 2020.
2. I understand that there are certain risks and hazards involved in participating in or attending these events that may result in injury or death to me or other people including, but not limited to those hazards associated with the arranged facilities, event conditions, equipment, and other participants, and am willing to assume those risks.
3. I understand that the very nature of these events is hazardous and risky, including, but not limited to, eating, drinking, and collisions with other people and with stationary objects, all of which can cause serious injury or death to me and/or other participants.

Further, I, the undersigned, agree that in consideration for the right for me to attend or participate in the ICON Holiday Craft Show and in consideration for permission to attend or participate on the premises arranged for by Grow Local Media & Hendricks County 4-H & Agricultural Fair Association:

1. I voluntarily elect to accept and assume all risks of injury incurred or suffered by me (a) while attending or participating in the event so designed (b) while serving in a non-participating capacity as observer during activity by other participants in the respective event, and (c) while on or upon the premises of any and all of the facilities arranged for by Grow Local Media
2. In addition to giving my full consent for my attendance or participation, I do hereby waive, release, discharge and agree not to sue Grow Local Media & Hendricks County 4-H & Agricultural Fair Association, any and all of their direct and indirect parent companies, and its and their affiliates and subsidiaries, and any and all of their respective shareholders, directors, officers, employees, agents, and insurers and their predecessors, successors, and assigns for any claim, damages, costs or cause of action which I have or may have in the future have as a result of bodily injury or personal injury (including death), or loss or damage to tangible or intangible property, sustained or incurred by me from whatever cause arising out of the ICON Holiday Craft Show including, but not limited to, the negligence, breach of contract or wrongful conduct of the parties hereby release.
3. I agree and acknowledge that Grow Local Media shall be the owner of all copy and photos printed in any of its publications, including but not limited to any diaries, statements, or comments made or written by me (collectively “Editorial Copy”), and deemed the author of such with full right to apply for a copyright in same in the United States. I also agree and acknowledge that Grow Local Media shall retain the right to distribute Editorial Copy including the right to syndicate the Editorial Copy, or distribute it via electronic, optical or other databases, known or unknown, including World Wide Web or Internet sites, now and in the future, or furnish the copy to the Associated Press of any other web or press service without payment to me.
4. I hereby certify that I am fully capable of attending or participating in the designated events, will follow all COVID-19 pandemic requirements and that I am healthy and have no physical or mental disabilities or infirmities that would restrict full attendance or participation in these activities, except as made known in writing to Grow Local Media & Hendricks County 4-H & Agricultural Fair Association.
5. I further agree to indemnify fully and hold harmless Grow Local Media & Hendricks County 4-H & Agricultural Fair Association, and any and all of their direct and indirect parent companies, and its and their affiliates and subsidiaries, and any and all of their respective shareholders, directors, officers, employees, agents, and insurers and their predecessors, successors, and assigns from and against any and all claims and expense, including without limitation reasonable attorneys’ fees and costs, for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by negligent or willful acts or omissions of myself or anyone acting on my behalf.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE PROVISIONS IN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND AGREE TO ABIDE BY THEM.

NAME OF INDIVIDUAL (Print)

SIGNATURE OF INDIVIDUAL

DATE
