

**NOKOMIS EAST NEIGHBORHOOD ASSOCIATION
PARTICIPANT AGREEMENT, WAIVER & PHOTO RELEASE**

PARTICIPANTS MUST COMPLETE THIS FORM PRIOR TO PARTICIPATING.

**A PARENT / LEGAL GUARDIAN OR POWER OF ATTORNEY SIGNATURE IS REQUIRED
IF PARTICIPANT IS UNDER AGE 18 OR DOES NOT HAVE LEGAL CAPACITY TO SIGN.**

In return for being allowed to participate in Nokomis East Neighborhood Association (hereinafter "Organization") activities, including any activities incidental to such participation ("Participant Activities"), the undersigned Participant, Parent/Legal Guardian of a minor Participant, or Participant's duly authorized Power of Attorney (hereafter referred as "I", "me", or "my") releases and agrees not to sue Organization or its officers, directors, non-voting members, employees, sub-contractors, sponsors, agents, and chapters (collectively "Organization") from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, sickness, personal injury, or wrongful death arising as a result of my participation in the Participant Activities wherever, whenever, or however the same may occur.

I hereby freely and voluntarily, without duress, execute this Waiver under the following terms:

Waiver and Release. I, the Participant, understand that participation in the Participant Activities involves certain risks, including, but not limited to, serious injury and death. I am voluntarily participating in the Participant Activities with knowledge of the danger involved and I agree to accept all risks of participation. I release and forever discharge and hold harmless Organization and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my Participant work with Organization.

Insurance. I, the Participant, understand that I expressly waive any such claim for compensation or liability on the part of Organization beyond what may be offered freely by the representative of Organization in the event of such injury or medical expense. I also acknowledge that Organization has not arranged and does not carry any insurance of any kind for my benefit or that of Participant (if Participant is under 18), my parents, guardians, trustees, heirs, executors, administrators, successors and assigns. I represent that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in Participant Activities.

Medical Treatment. I hereby release and forever discharge Organization from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my time with Organization.

Assumption of the Risk. I understand that my time with Organization may include activities that may be hazardous to me, including, but not limited to, exposure to communicable illness, biohazards or pathogens, physically challenging activities that may contain risk of injury, exposure to animals, transportation to and from the work sites, etc. I hereby expressly and specifically assume the risk of injury or harm in these activities and release Organization from all liability for injury, illness, death, or property damage resulting from the activities of my time with Organization. I also agree to indemnify and hold harmless Organization for all claims arising out of my participation in the Participant Activities.

Other. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Minnesota in the United States of America, and that this Waiver shall be governed by and interpreted in accordance with the laws of this State. I agree that in the event that any clause or provision of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. I also understand that this document is a contract which grants certain rights to and eliminates the liability of Organization.

PHOTOGRAPHIC RELEASE. I grant irrevocably and absolutely to Organization all right, title and interest in any and all photographs, video or audio recordings of me or including my image or voice whether original or altered in any way (collectively "Photographs"), that are made by Organization during my Participant Activities with Organization, including, but not limited to, the right to use the Photographs for any purpose whatsoever in any form and to any royalties, proceeds, or other benefits derived from them.

____ I Accept this Photo Release ____ I Reject this Photo Release

PARTICIPANT INFORMATION FOR THOSE 18 YEARS OF AGE AND OLDER

Name:

Address:

Phone:

Email:

EMERGENCY CONTACT INFORMATION (OPTIONAL)

Name:

Address:

Phone:

Email:

Relationship:

I HAVE READ THIS FORM AND UNDERSTAND THAT BY SIGNING BELOW I AM GIVING UP LEGAL RIGHTS AND REMEDIES.

Signature

Date

PARTICIPANTS UNDER AGE 18

Participants must have a parent or legal guardian sign this form and email to nenan@nokomiseast.org before participating.

Participant(s) Names and Ages

Relationship to the Participant(s)

Printed Name of Parent or Guardian and Date

Signature