



**NEW ALBANY, IN**

## **AGREEMENT TO PARTICIPATE WITH WAIVER AND RELEASE OF LIABILITY**

**DISCLAIMER:** HARVEST HOMECOMING FESTIVAL ASSOCIATES, INC. AND AFFILIATED COMPANIES ARE NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON SUFFERED WHILE PLAYING, PRACTICING OR IN ANY OTHER WAY INVOLVED IN HARVEST HOMECOMING FESTIVAL ASSOCIATES, INC. ACTIVITIES FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF THE HARVEST HOMECOMING FESTIVAL ASSOCIATES, INC. OR ITS AGENTS, EMPLOYEES, SPONSORS, VOLUNTEERS, THE OWNERS AND LESSORS OF THE PREMISES AND ALL OTHERS WHO ARE INVOLVED.

In consideration of my being allowed to participate in any way in Harvest Homecoming Festival Associates, Inc. programs, related events and activities, **I hereby release and covenant not-to-sue Harvest Homecoming Festival Associates, Inc.** and any of their employees, instructors or agents, **from any and all present and future claims resulting from ordinary negligence on the part of Harvest Homecoming Festival Associates, Inc. or others listed** for property damage, personal injury or wrongful death, arising as a result of my engaging in or receiving instruction at the Harvest Homecoming programs and activities incidental thereto, wherever, whenever or however the same may occur. **I hereby voluntarily waive any and all claims resulting from ordinary negligence**, both present and future, that may be made by me, my family, estate, heirs or assigns.

I am voluntarily participating in this activity with knowledge of the danger involved and hereby agree to accept any and all inherent risks of property damage, personal injury or death. I further agree to indemnify and hold harmless Harvest Homecoming Festival Associates, Inc. and others listed for any and all claims arising as a result of my engaging in or receiving instruction in Harvest Homecoming Festival sponsored or hosted programs and activities or any activities incidental thereto, wherever, whenever or however the same may occur.

I give Harvest Homecoming Festival Associates, Inc. or its designee the irrevocable right to take and use my name, picture, likeness, photograph, film, videotape, interviews and/or verbal statement in all forms and media and in all manners for any advertising, promotional, Internet (website, webcasting and broadband broadcasting), TV and/or publicity purposes of Harvest Homecoming Festival Associates, Inc. I waive any rights I may have in connection with any use of the material, including any right to inspect or approve the finished use, including any written copy that may be created in connection with such use. I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of Indiana and agree that if any portion is held invalid the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceeding shall be in the state of Indiana.

I affirm that I am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of the Harvest Homecoming Festival Associates, Inc. or any of the parties listed above.

X \_\_\_\_\_  
**NAME OF PARTICIPANT (PRINT)**

X \_\_\_\_\_ Date Signed: \_\_\_\_\_  
**SIGNATURE OF PARTICIPANT**

**FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINORITY AGE (UNDER AGE 18 AT THIS TIME OR REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this camper, have indeed read the above waiver and agreement to participate and agree to his/her release as provided of all the releases and for myself, my heirs, assigns and next of kin, I release and agree to hold harmless the liabilities incident to my minor child's involvement or participation in these outlined activities or programs as provided above, EVEN IF ARISING FROM THEIR ORDINARY NEGLIGENCE, to the fullest extent permitted by the law.

I further agree to instruct my/our minor child to comply with the stated and customary terms and conditions for participation in the program or activity itself. If the minor child does not comply, I will remove my child from participation and bring such to the attention of the nearest Harvest Homecoming official immediately. I further agree, as parent/guardian, that the above participant is adequately covered by my own personal health or athletic participant liability insurance while participating in event sponsored or hosted by Harvest Homecoming Festival Associates, Inc.

X \_\_\_\_\_  
**NAME OF PARENT/GUARDIAN SIGNATURE (PRINT)**

X \_\_\_\_\_ Date Signed: \_\_\_\_\_  
**PARENT/GUARDIAN SIGNATURE**