

**BEMIDJI JAYCEES WAIVER OF LIABILITY, RELEASE,
ASSUMPTION OF RISK, INDEMNITY AGREEMENT**

This agreement is made in consideration for the benefit and opportunity afforded to Participant by the Bemidji Jaycees (hereinafter "Releasees") to participate in the Bemidji Jaycees Home, Sport and Travel Show (hereinafter the "Event") on March 31-April 1, 2023. It is the purpose of this agreement to exempt, waive and relieve the Releasees from liability for personal injury, property damage, medical expenses, and wrongful death, including if caused by the negligence of Participant or Releasees. "Releasees" include the Bemidji Jaycees and each of the organizations members, volunteers, affiliates, subsidiaries, employees, officers and directors, agents, successors, assigns, and insurers, and each of them.

For and in consideration of Participant's participation in the Event and the activities incidental thereto, Participant hereby waive, release, and relinquish any and all claims for liability and causes of action against Releasees, including claims and causes of action for personal injury, medical expenses, property damage or wrongful death occurring to Participant, arising out of Participant's participation in the Event or the activities incidental thereto. Participant acknowledges that, by this agreement, any such claims and causes of action that Participant may have are hereby waived, released, and relinquished, and that Participant does so on behalf of Participant's heirs, executors, administrators and assigns.

Participant acknowledges, understands and assumes all risks relating to Participant's participation in the Event and the activities incidental thereto. These risks and dangers may be caused by the negligence of Participant or the negligence of others, including Releasees. Participant further acknowledges that there may be risks and dangers not known or not reasonably foreseeable at this time. Participant acknowledges, understands, and agrees that all of these risks and dangers are included within the waiver, release, and relinquishment described in the preceding paragraphs.

Participant agrees that if any claim, including those for Participant's personal injury or wrongful death, is commenced against Releasees, Participant shall defend, indemnify, and hold Releasees harmless from any and all claims or causes of action by whomever or wherever made or presented. In the event that Participant is a Vendor or Exhibitor at the Event, then said Vendor or Exhibitor shall defend, indemnify, and hold Releasees harmless from any and all claims or causes of action by any employee, independent contractor, subcontractor or agent of said Vendor or Exhibitor, and this indemnification obligation shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable, including but not limited to those payable under the Workman's Compensation Acts, Disability Benefit Acts, or other Employee Benefits Acts.

Consent to Photograph and Media Release: I understand that my photo or video may be taken during the Event. I hereby grant permission to Releasees to use my photo, video, or likeness in any publicity or promotional publications. (e.g., website, newspaper ads and/or reports, bulletin boards, newsletters, programs, brochures, public broadcasting releases, etc.) and to allow the news media to film and/or photograph the Event for broadcast purposes.

Participant acknowledges to have read the **BEMIDJI JAYCEES WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK, INDEMNITY AGREEMENT** without reliance upon any representations of Releasees and that Participant is fully advised of the potential risks inherent in Participant's participation in the Event and the activities incident thereto.

PARTICIPANT NAME (PRINT): _____

Dated: _____ Signed: _____
Individually and as Officer/Agent of Vendor or Exhibitor

Vendor or Exhibitor Name: _____

Title: _____