

Creative Arts Society

EXHIBIT WAIVER

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to participate and/or volunteer in the Creative Arts Society activities, sponsored by the Creative Art's Society, THE UNDERSIGNED PARTICIPANTS AND/OR VOLUNTEERS:

1. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Creative Art's Society, its officers and members, along with any other sponsors and all of its holdings, and owners and lessees of premises used to conduct the event and each of them, their officers and employees, the dealers, officers, directors, management, officials and volunteers assisting in the event, the sanctioning organization or any subdivision thereof, grounds operators, grounds owner, officials, promoters, sponsors, advertisers; all for the purpose herein referred to as "releases," from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is participating in the event;
2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost (including attorney's fees) they may incur due to the presence of the undersigned participating in the event and whether caused by the negligence of the releases or otherwise.
3. THE UNDERSIGNED AGREES that he or she will not use or operate any vehicle in violation or contravention of any City, County, State or Federal laws, statutes, ordinances or regulation and shall be personally liable for all fines and penalties for traffic law violations.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while participating in the event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

I understand and accept that in the course of my attendance at and participation with Creative Art's Society, any film or photographs taken or illustrations made of me and/or my personal property, I acknowledge and agree that such film, photographs and/or illustrations may be used in any medium by the Creative Arts Society and all its related entities and agencies for advertising and promotional purposes in any medium, without compensation to me.

Name: _____ Address: _____

City: _____ State: _____ Zip Code: _____

Signature: _____ Date: _____

PARENT/GUARDIAN WAIVER FOR MINORS (UNDER 18 YEARS OLD)

THE UNDERSIGNED PARENT AND NATURAL GUARDIAN DOES HEREBY REPRESENT that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the Creative Art's Society, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set for on the previous page.

THE UNDERSIGNED PARENT OR GUARDIAN FURTHER AGREES to save and hold harmless and indemnify each and all of the parties referred to from all liability, loss, cost claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Participant's Name (Print): _____

Parent or Guardian (Print): _____

Parent or Guardian (Signature): _____

Date: _____