



GUEST CONSENT, RELEASE, & WAIVER OF LIABILITY

1. In consideration of the risk of injury while participating in the **Morris-Jenkins BHAG celebration carnival on Saturday, September 23, 2023**, and as consideration for the right to participate in the carnival, on behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf, I hereby WAIVE, RELEASE, and FOREVER DISCHARGE Morris-Jenkins, all event sponsors, event producers, event staff, administrators, officials, contractors, vendors, and organizers, all other persons or entities involved with the carnival, states, cities, towns, and other governmental bodies and locations in which the carnival or portions of the carnival take place, and the officers, directors, employees, agents, insurers, other participants and representatives of all of the above (collectively, the "Released Parties"), for death, personal injury, or property damage, which may arise out of, result from, or relate to my participation in, or my traveling to or from, the carnival, including but not limited to any claims for theft, damage to any equipment, negligence, partial or permanent disability, claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at an Event site or elsewhere), and any claims for medical or hospital expenses.
2. I assume any and all risks for injury to person or property, or any other consequence arising out of my participating in the carnival, including travel en route to and from the event. I HEREBY WAIVE AND RELEASE MY LEGAL RIGHTS TO SUE FOR ANY INJURY OR OTHER DAMAGE ARISING OUT OF OR RESULTING FROM MY PARTICIPATION.
3. I further AGREE NOT TO SUE any of the Released Parties for any of the claims I have waived, released, or discharged herein. I AGREE TO INDEMNIFY and HOLD HARMLESS the Released Parties from any and all expenses incurred, claims made, or liabilities assessed against them, including but not limited to attorneys' fees and the litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Waiver Agreement, and my actions or inactions which cause injury or damage to any other person.
4. I acknowledge and agree to allow my photograph, likeness, and/or voice to appear in any promotional (including advertisements), television, radio, or film coverage of the carnival without compensation or further notice, and I agree to assign all copyright or other interests therein to Morris-Jenkins.
5. The parent or legal guardian who signs the Waiver Agreement on behalf of a minor, incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person to legally bind Said Person to the Waiver Agreement. The parent or legal guardian who signs the Waiver Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of the Waiver Agreement.
6. If any provision of this Waiver Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions.

ATTENDEES

NAME: _____

ADDRESS: _____

Please list the first and last name of EACH person attending the carnival in your party, regardless of age. Each person must be listed in order to have entry to the carnival.

1. _____

6. _____

2. _____

7. _____

3. _____

8. _____

4. _____

9. _____

5. _____

10. _____

READ AND AGREED BY:

PRINT NAME

SIGN NAME

DATE