

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM



Name of the Activity: 2019 National KidWind Challenge at AWEA WINDPOWER 2019

Date of Activity: May 21 – 23, 2019

Location of Activity: George R. Brown Convention Center, Houston, Texas

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I have not been advised to *not* participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event. I acknowledge that this Accident Waiver and Release of Liability Form will be used by event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, the following entities or persons: The American Wind Energy Association (AWEA) and the KidWind Project and/or their directors, officers, employees, volunteers, representatives, and agents; and the activity or event holders, sponsors, volunteers, and exhibitors;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise.

I acknowledge that the AWEA and KidWind and their directors, officers, volunteers, representatives, and agents are not responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of the AWEA or KidWind.

I acknowledge that any activity or event may present risk of injury, death, and property loss. Risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather condition of participants, equipment, vehicular traffic, and actions of other people. These risks are not only inherent to participants, but are also present for volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by AWEA or KidWind, the event holders, producers, sponsors, organizers, and assigns. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Participant Printed Name

Signature

If under 18, Parent or Legal Guardian Printed Name

Signature