



Elko County Art Club  
407 Railroad St | Elko, NV 89801

## PARTICIPATION WAIVER

### WAIVER AND RELEASE OF LIABILITY — READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the programs operated by Elko County Art Club, hereby referred to as “ECAC”, its related events and activities, I, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is minimal, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation including posted safety signs, rules and verbal instruction. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of “ECAC” immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS “ECAC” and, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I additionally agree to indemnify the independent owner of this facility, their predecessors, parent, subsidiaries and affiliates, officers, and employees for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation, except for those arising from the gross negligence or willful misconduct of “ECAC”.
6. I am of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion.
7. I understand that entry, by myself and all the participant(s) named, or confirmed for an “ECAC” event, “ECAC” virtual event, or any “ECAC” activity, constitutes consent for “ECAC” to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participant.
8. I understand that, if I and/or the participant(s) named, receive party favor bag(s) during my and/or our participation at a “ECAC” event, the toys and included materials in such party favor bags, are intended for children 3 years of age and above. As with any toy, I agree to comply with and/or



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provide guidance to the participant(s) named, regarding proper use, and to dispose the bag immediately to avoid danger of suffocation.

9. I understand that, the ceramic surface items at “ECAC” are not to be used for storing, heating or serving food of any kind and that these items are for decoration or display purposes only.
10. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
11. Any controversy, dispute, or claim arising out of or related to this Agreement, which the parties are unable to resolve by mutual agreement, shall be settled exclusively by submission by either party of the controversy, claim or dispute to binding arbitration; said arbitration to take place exclusively before a single arbitrator located within 25 miles of the event location and in accordance with the rules of the American Arbitration Association then in effect.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME



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### PARTICIPANTS

_____	_____
PARTICIPANT NAME	BIRTHDATE
_____	_____
PARTICIPANT NAME	BIRTHDATE
_____	_____
PARTICIPANT NAME	BIRTHDATE
_____	_____
PARTICIPANT NAME	BIRTHDATE

### PARTICIPANT'S SIGNATURE FOR PARENT/LEGAL GUARDIAN OF PARTICIPANTS OF MINORITY AGE.

This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

_____	_____
GUARDIAN SIGNATURE	DATE
_____	
PRINT NAME	