

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating and/or attending ANY EVENTS ORGANIZED BY INDIAN CULTURAL SOCIETY OF JACKSONVILLE (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate and/or attend in the said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, my family members, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me, which terms shall also include Releasor's parents or guardians if Releasor is under 18 years of age), knowingly or voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all right, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge INDIAN CULTURAL SOCIETY OF JACKSONVILLE, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING AND/OR ATTENDING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING AND/OR ATTENDING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHER NEGLIGENCE, CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Indian Cultural Society of Jacksonville to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AED's, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate and/or attend in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Indian Cultural Society of Jacksonville official or agent, regarding my approval to participate and/or attend in the activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Indian Cultural Society of

Initials: _____

Jacksonville AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCESSORS, AND ASSIGNS, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UO OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Indian Cultural Society of Jacksonville FOR PERSONAL INJURY OT PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on part of Indian Cultural Society of Jacksonvill, its agents, volunteers and employees.

I agree that this Release shall be governed for all purposes by Florida law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

I agree to provide release to Indian Cultural Society of Jacksonville for using my, my family, anyone in my membership or ticket group's images, videos or any media for any use identified by Indian Cultural Society of Jacksonville, its officers, employees or volunteers.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with such actions.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between the signatory (self and on behalf of their family members, attorney's, successors, parents and siblings) and Indian Cultural Society of Jacksonville. Both parties agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, THE UNDERSIGNED PARTICIPANT AND/OR ATTENDEE, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT AND HEREBY GIVE MY COSENT WITHOUT RESERVATIONS ON MY OWN FREE WILL FOR MYSELF, MY FAMILY MEMBERS, MY MINOR CHILDREN AND ANY OTHER PARTICIPANT AND/OR ATTENDEE IN MY MEMBERSHIP OR GROUP

Participant/Attendee Name: _____

Participant Address: _____

Signature: _____

Date: _____