

Back to School Bash Participant Liability Waiver and Media Rights Release

Acceptance and Release
(Guest and Vendors)

Participant First Name Middle Initial Last Name

Please list names of all participants in your group under the age of 18:

***Note: All those participating over the age of 18 must review and sign a Participant Liability Waiver and Media Rights Release separately.**

_____	_____
_____	_____
_____	_____
_____	_____

Participant Liability Waiver:

I, the above-named Participant/Parent/Guardian, understand and assume all risks of injuries or damages to me while participating in this event that may occur as a result to my participation in the Back To School Bash event sponsored by Jockey Being Family Foundation and hosted by Foster Pantry ("BSB Event"). I understand that my participation is voluntary and that I am not in any way obligated to Jockey International, Inc. ("Jockey"), Jockey Being Family Foundation, Ltd. ("JBF") and Foster Pantry, Inc ("Event Host"). Jockey, JBF and Event Host may be referred to as the "Parties." In consideration of being allowed to participate in this event, I hereby, for myself and my heirs, wards, executors and administrators, release and discharge Parties, their respective employees, shareholders, officers, agents, volunteers, independent contractors and insurers ("Releasees") from all claims, damages and rights of action, including claims for which Parties may be or may be claimed to be liable, that may arise out of, or be incident to, the BSB Event located at: 20 North 4th Street Wilmington NC 28401 on July 30th 2023.

Hold Harmless:

I understand that my participation and the participation of the above-named Participants includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I, on behalf of myself and on behalf of the above-named Participants, KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE BELOW IDENTIFIED RELEASEES or others and assume full responsibility for my participation and the participation of the above-named Participants.

Release to Use Name, Image, and Voice:

THIS EVENT WILL UTILIZE AN ARMBAND SYSTEM TO NOTIFY ALL PARTIES OF WHICH ATTENDEES ARE ABLE TO BE PHOTOGRAPHED AND SHARED PUBLICALLY. FOSTER PANTRY PROVIDE SELECTED PHOTOS TO THE SPONSOR ENSURING THAT NO PHOTOS ARE PROVIDED THAT DO NOT HAVE DIRECT APPROVAL FOR ALL PARTIES IN THE PHOTOGRAPH. PHOTOS OF YOUR PARTY TAKEN AT THE EVENT AT STATIONS SUCH AS THE PHOTOBOOTH WILL BE SHARED WITH THE CAREGIVERS PRIVATELY IF EMAIL IS PROVIDED BELOW.

By signing below, I hereby irrevocably grant the Parties the absolute right and worldwide and perpetual permission to use, publish, distribute, and copyright my name, image, likeness, comments, and demographic information such as my first name, age, and location (Publicity Rights), free from the payment of any royalty or compensation. The Parties shall use the Publicity Rights, solely in promotion of the BSB Event, JBF's charitable initiative and post-adoption services, on all promotional and publicity materials, including but not limited to in any broadcast, photograph, print publication, digital media, website, social media, video, or other accounts of the event.

PLEASE CHECK ALL THAT APPLY

- Please do not share any photos of any participants in my party.
- All Parties may utilize photos taken of all participants in my party.
- Please verify directly with me before any photos are shared publicly by host or sponsors.

Please provide the email you would like photo approval requests and photos taken at the event sent to:

Acknowledgment of Understanding:

I have read the above Participant Liability Waiver provided herein, and fully understand the terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am signing the agreement voluntarily and intend my signature to be a complete and unconditional release of all liability due to 1) Ordinary Negligence by the Releasees or to 2) the Inherent Risks of the activity, to the greatest extent allowed by law in the State of Event Location.

Participant
Signature: _____

Date: _____

THIS WAIVER MUST BE COMPLETED IN ORDER TO ATTEND.