



## **2018 ADULT PLAY DATE POP-UP PARTICIPATION WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I acknowledge that this is an athletic/sporting event and the undersigned acknowledges, appreciates, and agrees that:

1. Participating may involve risk of physical injury to me or others, or damage to my property, or other consequences, which might result from my own actions, in actions of negligence and/or the actions, inactions or negligence of others, the rules of the Event, condition of the premises, weather conditions, or condition of any of the equipment used in the Event. There may also be other risks not known or not reasonably foreseeable.
2. 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 The City Vault, LLC and Adult Play Date its Event Directors, Organizers and Promoters, Partners, Sponsors, Advertisers, Volunteers and Officials; Crystal City BID, JBG Smith; the Facility, Venue and Property Owners; Law Enforcement Agencies and other Public Entities involved in any way; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, contractors, representatives and volunteers (individually and collectively, the "Released Parties"), from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively "Claims"), for death, personal injury, or property damage, which may arise out of, result from, or relate to my assistance/participation in, or my traveling to or from, any APD Event, 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.
3. I assume any and all risks for injury to person or property, or any other consequence arising out of my participating in the Event, 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.

4. I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that 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 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.

6. I acknowledge and agree to allow my photograph, likeness and/or voice to appear in any documentary, promotional (including advertisements), television, radio or film coverage of the Event without compensation or further notice, and I agree to assign all copyright or other interests therein to APD.

7. 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.

8. According to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) no health information can be released for information purposes without the express permission of the individual. HIPAA rules came into full effect in April, 2003. We are prohibited by federal law from releasing any information without written permission.

- I understand and acknowledge that I am giving permission to provide the information regarding my location, treatment by medical personnel, medical condition or, if necessary, transfer to a hospital to my spouse, friend or next of kin. I understand and agree that to provide this information is voluntary.
- I understand that I have the right to revoke this authorization at any time. I understand that if I revoke this authorization, I must do so in writing and present my written revocation to a member of the APD/THE CITY VAULT staff. I understand that this revocation must be submitted before 11:59 p.m. on the day prior to the event for which I am participating in. I understand that this revocation will not apply to information that has already been released in response to this authorization. I understand that my revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire at 11:59pm on the date of the event in which I am participating in.
- I understand that all individuals have the right to receive medical treatment by the First Aid Station, medical personnel and / or other volunteers/vendors where permitted by law.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Name of Participant : \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date Signed \_\_\_\_/\_\_\_\_/\_\_\_\_

