



## WAIVER OF LIABILITY and HOLD HARMLESS AGREEMENT

- Waiver of Liability.** In consideration of my participation in the Dunn County Historical Society "Quilts of the Pinery" show, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Dunn County Historical Society, it's directors, officers, agents, servants, and/or employees (*herein referred to as "DCHS"*) from any and all liability claims, demands, actions and causes of action that may arise out of or related to any loss, damage, injury, including death, that may be sustained by me, or to any personal property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE DCHS, THE NEGLIGENCE OF ANY THIRD PARTY, or otherwise, while participating in the DCHS "Quilts of the Pinery" show while in, on, or upon DCHS premises where said show is conducted.
- Indemnification/Hold Harmless.** I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS DCHS from any claim, loss, liability, damage or costs, including court costs and attorney fees, that it may incur due to my participation the "Quilts of the Pinery" show, WHETHER CAUSED BY THE NEGLIGENCE OF THE DCHS, THE NEGLIGENCE OF ANY THIRD PARTY, or otherwise.
- Insurance.** I understand that DCHS does not carry or maintain property, health, medical or disability insurance for any participant in the DCHS "Quilts of the Pinery" show. Each participant is expected to provide insurance coverage for themselves as well as their property.
- Photographic release.** Participant in the "Quilts of the Pinery" show does hereby grant and convey unto DCHS all right, title, and interest in any and all photographic images and video or audio recordings made by DCHS during the participant's activities with DCHS including but not limited to, any royalties, proceeds, or other benefits from such photographs or recordings.
- Binding Effect.** It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE DCHS. I further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representation, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent (*or that I am the parent or legal guardian of the undersigned participant in "Quilts of the Pinery" show*); and that I execute this release for the full, adequate and complete consideration fully intend to be bound by same.

Participant's Signature \_\_\_\_\_

Participant's Printed Name \_\_\_\_\_

Date \_\_\_\_\_