

Flying Starlings

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, INDEMNITY, AND COVENANT NOT TO SUE FOR MINOR PARTICIPATION & PHOTO RELEASE (Minor)

Please fill your name: *

PHOTOGRAPHY RELEASE | WAIVER

I am an adult participant or the parent or legal guardian of (“my child”), a participant of Flying Starlings Event

I hereby consent to the publication and use of myself or my child’s image and/or my child’s likeness (“Likeness”) for the purpose of promotion, publicity, advertising, or other manner or media by Flying Starlings or any other representative authorized to act on behalf of the afore-mentioned entity.

Likeness shall include, but not be limited to, photographs, sound and/or video recordings, films, broadcasts, brochures, publications, reports, web pages, promotional materials or any other audio-visual, electronic, printed, tangible work in any media or format, now known or hereafter to become known, and/or reproductions of any of these. I agree that the actual material involved is and shall continue to be the property of Flying Starlings and that neither I, nor my child, shall have any right of review or approval regarding the use of my child’s name and/or Likeness in such material.

I hereby release and hold harmless, Flying Starlings, along with their respective employees, agents, affiliates, sponsors, or other representatives from any and all claims, demands, or causes of action arising out of the use of my child’s name and/or Likeness, in accordance with the terms of this release. I understand and agree that neither I, nor my child, will be compensated in any way for the use of my child’s name and/or Likeness by Flying Starlings.

Initial Here **I agree ...***

IN CONSIDERATION of being permitted to utilize the facilities, services, workshops, ice skating, play, Homeschool CoOps, clubs, group activities, social gatherings, and/or programs etc of Flying Starlings (or for myself or children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, nature and surround, ice, or participation in any

Activity affiliated with Flying Starlings, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program.

It is further warranted that such entry into Flying Starlings for observation, interaction with or use of any facilities or equipment or materials or structures constitutes an acknowledgment that such premises and all facilities and equipment and materials and structures found in location thereon and such have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER FLYING STARLINGS FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PLAY, ACTIVITY, CLUB, GROUP, AND/OR PROGRAM AFFILIATED WITH FLYING STARLINGS, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Flying Starlings its trustees, directors, officers, employees, representatives, agents, Amanda Deane, Shawn Deane, its employees, agents, officers, representatives, and volunteers (hereinafter referred to as "releases") from and against any rights I may have for damages, losses, injuries of any and all persons or property arising out of or in any way connected with participation, observation, Activity or involvement or based on any rights a third party may have for harm caused, including all or any harm caused by the minor arising out of or in any way connected with the minor's participation in the Activity, and all liability to the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting, but not limit to serious harm or death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned or such children is in, upon, or about the premises any facilities or equipment therein or participating in any program affiliated with Flying Starlings, Amanda Deane or Shawn Deane.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability,

damage or cost they may incur due to the presence of the undersigned or such children in, upon or about Flying Starlings premises or in any way observing or using any facilities or equipment or structures or products of Flying Starlings or participating in any program, activity, and/or play, etc affiliated with Flying Starlings whether caused by the negligence of the releases or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releases or otherwise while in, about or upon the premises of Flying Starlings and/or while using the premises or any facilities or equipment or structures or materials thereon or participating in any program, activity and/or play, etc affiliated with Flying Starlings.

4. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Massachusetts and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

5. Under penalty of perjury, by **signing** below, I hereby **represent** and affirm that I am the parent/legal guardian of the **minor(s)** listed herein, or otherwise have the legal authority to **sign** this Agreement on behalf of any **minors** whose names appear on this Agreement and of whom or such children is in, upon, or about the premises or any facilities or equipment or structures or materials therein or participating in any program, activity, and/or play etc. affiliated with Flying Starlings or owners.

THE UNDERSIGNED further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS ENTIRE ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, INDEMNITY, AND CONVENT NOT TO SUE. I FULLY UNDERSTAND THE AGREEMENT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. I INTEND FOER THIS AGREEMENT TO BE VALID AND BINDING.

Your Signature*

Minor 1 Name*

Your Name*

Signature Date*

Set Today

Your signature*

