



PARTICIPANT INFORMATION

WAIVER and RELEASE

PARTICIPANT INFORMATION

PERSONAL INFORMATION

PARTICIPANT NAME:		D.O.B.:	AGE:
ADDRESS:			
CITY:	STATE:	ZIP CODE:	
EMAIL:	PHONE:		

Parent or Legal Guardian

Name:
Address (if different from Participant's address):
Phone Number:

Please read and sign below indicating that you understand and agree to the following terms and conditions.

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the **NABI Foundation**, the promoters, other participants, operators, officials, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers, employees, and agents (collectively referred to as "NABI and Others") from any and all present or future claims that may be made by the undersigned or the undersigned's personal representative, assigns, heirs, or next of kin, for property damage, personal injury, or wrongful death arising from, or as a result of, or in connection with Participant's participation in the NABI-sponsored program or event ("Event"), whether caused by the negligence of NABI and Others or otherwise.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS NABI and Others from any loss, liability, damages, or costs relating to any claims arising from, or as a result of, or in connection with Participant's participation in the Event.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR ALL RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising from, or as a result of, or in connection with Participant's participation in the Event. The undersigned understands and agrees that NABI and Others are not responsible for any injury or property damage arising from, or as a result of, or in connection with the Event, even if caused by the negligence of NABI or Others or otherwise.
4. THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES AT THE EVENT INVOLVE THE RISK OF SERIOUS BODILY INJURY, DEATH, OR PROPERTY DAMAGE. THE UNDERSIGNED IS VOLUNTARILY PARTICIPATING, OR VOLUNTARILY ALLOWING PARTICIPANT TO PARTICIPATE, IN THE EVENT WITH KNOWLEDGE OF THE DANGER INVOLVED AND WITH THE WILLINGNESS TO ACCEPT ALL RISKS OF SUCH PARTICIPATION.
5. THE UNDERSIGNED EXPRESSLY AGREES THAT THIS release, waiver, and indemnification agreement is intended to be and shall be interpreted, construed, and governed by the laws of the State of Arizona. The undersigned expressly consents to the exclusive jurisdiction and venue of the appropriate state or federal court located in Maricopa County, State of Arizona, over disputes arising under or relating to this release, waiver, and indemnification agreement. The undersigned agrees that this release, waiver, and indemnification agreement is intended to be interpreted as broad and inclusive as is permitted by the law of the State of Arizona, or the law of such other jurisdiction that may adjudicate

any dispute arising out of or relating to this Agreement, if other than Arizona, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. THE UNDERSIGNED HEREBY AGREES TO ALLOW NABI AND OTHERS use Participant's name, image, and likeness free of charge in any manner and for any purpose, without compensation to Participant or the undersigned, and RELEASES ALL RIGHTS TO ALL PHOTOS, VIDEO, OR OTHER MEDIA TAKEN for use, re-use, publishing, re-publishing the same in whole or in part, individually or in conjunction with other such media, in any medium and for any purpose whatsoever, including, but not limited to, illustration, promotion, advertising and trade, and to use Participant's name in conjunction therewith.

7. THE UNDERSIGNED AGREES to allow NABI and Others to contact me regarding any NABI-related program or event.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

ACKNOWLEDGEMENT AND SIGNATURE(S)

I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE ABOVE WAIVER & RELEASE.

Participant Name: _____ (Please Print) _____

Participant Signature: _____ Date: _____

Participant and/or guardian name: _____ (Please Print) _____

Parent or guardian signature: _____ Date: _____