

## Community Gathering Planning Resources: Liability Waiver & Media Release Form Template

Updated March 2023

\_Agreement Starts Below This Line\_\_\_\_\_

### [Enter Event Name] Liability Waiver/Photo & Video Waiver Form

#### Photo & Video Consent

I consent to be photographed and/or videotaped on behalf of [Host Name], herein after called "The Host". I consent to the use of the content of the photograph and/or videotape (including my name, image, words and voice) by the Host for any purposes consistent with its mission, including the right to sublicense, transcribe, copy, display, distribute, and include the content in other materials.

#### Waiver of Liability, Assumption of Risk, & Indemnity Agreement

**Waiver:** In consideration of being permitted to participate in any way at the [Event Name], hereinafter called "The Activity", I, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and convent not to sue** SACNAS, its officers, employees, and agents from liability **from any and all claims** resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in The Activity.

**Assumption of Risks:** Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD [Host Name] HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held valid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am in agreement freely and voluntarily, and **intend by my acceptance of this waiver to be a complete and unconditional release of all liability** to the greatest extent allowed by law.



# Template (cont'd)

Print Name

Signature

Date

\_Agreement Ends Above\_\_\_\_\_

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**#SACNASchapters**