

# ***Creative Arts Society***

## **EXHIBIT WAIVER**

### **WAIVER OF LIABILITY AND INDEMNITY AGREEMENT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

IN CONSIDERATION for being permitted to participate and/or volunteer in the Creative Arts Society activities, sponsored by the Creative Art's Society, THE PARTICIPANTS AND/OR VOLUNTEERS:

1. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Creative Art's Society, its officers and members, along with any other sponsors and all of its holdings, and owners and lessees of premises used to conduct the event and each of them, their officers and employees, the dealers, officers, directors, management, officials and volunteers assisting in the event, the sanctioning organization or any subdivision thereof, grounds operators, grounds owner, officials, promoters, sponsors, advertisers; all for the purpose herein referred to as "releases," from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is participating in the event;
2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost (including attorney's fees) they may incur due to the presence of the undersigned participating in the event and whether caused by the negligence of the releases or otherwise.
3. THE PARTICIPANT AGREES that he or she will not use or operate any vehicle in violation or contravention of any City, County, State or Federal laws, statutes, ordinances or regulation and shall be personally liable for all fines and penalties for traffic law violations.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while participating in the event.

EACH OF THE PARTICIPANTS expressly acknowledges and agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

THE PARTICIPANT HAS READ AND VOLUNTARILY AGREES TO THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Acceptance through the online membership:

*I understand and accept that in the course of my attendance at and participation with Creative Art's Society, any film or photographs taken or illustrations made of me and/or my personal property, I acknowledge and agree that such film, photographs and/or illustrations may be used in any medium by the Creative Arts Society and all its related entities and agencies for advertising and promotional purposes in any medium, without compensation to me.*