

**Fright Night 2017 Brain Eating Contest**

**Waiver & Release**

In consideration of being allowed to participate in the Fright Night "Brain Eating Contest" and related events and activities, the undersigned, for myself, my personal representatives, assigns, heirs and next of kin agrees to the following:

1. I acknowledge and agree that I am age 18 or older.

2. I acknowledge and fully understand I will be engaging in activities that involve risk of damage to personal property or serious injury, including choking, vomiting, or feeling nauseous or dizzy, and social and economic losses which might result not only from my own actions, inactions or negligence, but also the actions, inactions, or negligence of others, the rules of play, the condition of the premises or of any equipment used or food consumed. Further, there may be other risks not known or not reasonably foreseeable at this time.

3. I assume all of the foregoing risks and accept personal responsibility for all expenses, medical or otherwise, following such damages, injury, disability or death.

4. I RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE the Fort Wayne Downtown Improvement District or any other sponsors of the Brain Eating Contest and their respective administrators, directors, officers, agents, employees, contractors, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premise used to conduct the Brain Eating Contest (collectively, the "Releasees"), from any liability to me, my heirs and next of kin for any and all claims, demands, losses, expenses or damages on account of damage to personal property or injury caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise. I further agree that if, despite this release and waiver of liability, assumption or risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against one of the Releasees as a result of my involvement in the Brain Eating Contest, I WILL INDEMNIFY, SAVE, and HOLD HARMLESS each of the Releasees from any expenses, attorney fees, loss, liability, damage or cost which any of the Releasees may incur as a result of such claim or demand.

5. I hereby assign and grant to the Downtown Fort Wayne Economic Improvement District the right and permission to use and publish the photographs/films/video tapes/electronic representations/sounds recordings, or any other film, digital or electronic creation made of me (or my minor child or the minor child for whom I am legal guardian) this date by the Downtown Fort Wayne Economic Improvement District, and as further described below the "Product"). I hereby release the Downtown Fort Wayne Economic Improvement District, its trustees, officers, employees and agents from any and all liability, losses, damages, costs and expenses, including attorney fees, which may be incurred by me or which may arise by reason of the creation of the Product or as result of the use and publication of the Product. I hereby authorize the reproduction, sale, copyright, exhibit, broadcast, electronic storage, distribution or other use of the Product without limitation by and at the discretion of the Downtown Fort Wayne Economic Improvement District, and I specifically waive any right to any compensation I may have for any of the foregoing.

6. This waiver may not be modified in any way. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

I HAVE READ THE ABOVE WAIVER AND RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE

OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW AND AGREE THAT IF ANY PORTION OF THIS WAIVER AND RELEASE IS HELD INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_