



Athlete Name \_\_\_\_\_

### CREW MEMBER/VOLUNTEER AGREEMENT

(THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING)

In consideration of being permitted to crew and/or volunteer at the Ultraman Florida (Event) on February 9, 2024 through February 11, 2024, I, \_\_\_\_\_ (name of crew member/volunteer) hereby agree as follows:

1. I volunteer to assist in the activities related to the volunteering for Event and/or crewing for my athlete. I understand that my assisting / volunteering / crewing may involve risk of physical injury to me or others, or damage to my property, or other consequences, which might result from my own actions, in actions of negligence and/or the actions, inactions or negligence of others, the rules of the Event, condition of the premises, weather conditions, or condition of any of the equipment used in the Event. There may also be other risks not known or not reasonably foreseeable.
2. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf, I HEREBY WAIVE, RELEASE, and FOREVER DISCHARGE USAT, all Event sponsors, Event producers, Event staff, administrators, officials, contractors, vendors, and organizers (including race directors), athletes, all other persons or entities involved with an Event, states, cities, towns, and other governmental bodies and locations in which an Event or portions of an Event takes place, and the officers, directors, employees, agents, insurers, other participants and representatives of all of the above (collectively, the "Released Parties"), from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively "Claims"), for death, personal injury, or property damage, which may arise out of, result from, or relate to my assistance/participation in, or my traveling to or from, any USAT sanctioned Event, including but not limited to any Claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at an Event site or elsewhere), and any Claims for medical or hospital expenses.
3. I assume any and all risks for injury to person or property, or any other consequence arising out of my assisting in, participating in, crewing, or volunteering in the Event, including travel en route to and from the Event. I HEREBY WAIVE. AND RELEASE MY LEGAL RIGHTS TO SUE. FOR ANY INJURY OR OTHER DAMAGE ARISING OUT OF OR RESULTING FROM MY CREWING/VOLUNTEERING. I further agree to abide by the Center for Disease Control's (CDC) recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. I assume all such risks being known, appreciated, and accepted by me.
4. I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein, I AGREE TO INDEMNIFY and HOLD HARMLESS the Released Parties from any and all expenses incurred, claims made, or liabilities assessed against them, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Waiver Agreement, and my actions or inactions which cause injury or damage to any other person
5. I acknowledge and agree to allow full permission for the perpetual and unlimited free use of names, photographs, pictures, likenesses, and/or voices in any broadcast, telecast, promotion, publication, and any and all use of such that the Releases may wish to make for promotional and other purposes of any kind related to this Event or other events sponsored by the Releases. This release is made with the understanding that I, as a volunteer or crew member, will not receive any consideration or compensation for the use of my names, photographs, pictures, likenesses, and/or voices in any broadcast, telecast, promotion, publication, or other similar items for the purposes referred to herein or any commercial purpose arising out of or relating to the Event.
6. The parent or legal guardian who signs the Waiver Agreement on behalf of a minor, incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person to legally bind Said Person to the Waiver Agreement. The parent or legal guardian who signs the Waiver Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of the Waiver Agreement.
7. If any provision of this Waiver Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions.

**Read and Agreed to by:**

\_\_\_\_\_  
Print name of Crew Member/Volunteer

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Crew Member/Volunteer

**If Volunteer is under 18 years of age, the signature of the volunteer's/crew member's parent/guardian is require. Parent/Guardian's signature shall constitute consent to the terms contained herein on behalf of Minor:**

\_\_\_\_\_  
Print name of Parent/Guardian

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Parent/Guardian