



## Release of Rights, Liabilities and Compensation

(Rev. 17 Aug 2007)

### Who we are and my role;

I understand that my participation in activities with Flaggots Palm Springs, a color guard and performing arts organization consisting of straight, gay, lesbian, bisexual, and transgender members based in Palm Springs, CA (USA) is completely voluntary and that membership is at will and subject to discontinuation or restriction at any time by Flaggots Palm Springs;

### The right to perform and practice is not guaranteed;

I understand that at no time does Flaggots Palm Springs guarantee my participation in any activity including a right to participate in practices, rehearsals and performances;

### Flaggots Palm Springs is not responsible for any injury, damage or loss of any type at any time;

I understand that physical and other risks, including without limitation those of property loss and damage and serious bodily injury, including permanent disability, blindness, paralysis, and death and dangers due to many factors exist with respect to the activities I choose to participate in, including without limitation my own actions or inactions, the actions or inactions of others participating in or viewing such activities, and the equipment, facility, lighting, surface, weather or other conditions;

I further understand there may be other risks, and social and economic losses, either not known to me or not readily foreseeable at this time;

### Only you know if you are ready and capable of practicing or performing and your presence or participation implies that you are;

I understand the nature of the activities, including physical and non-physical demands and stress, and acknowledge my general health, physical condition, experience, capabilities and limitations, and represent and warrant that I am able to fully participate in such activities. If at any time I am not able to fully participate in such activities, I will notify Flaggots Palm Springs as soon as reasonably possible;

### Only you know if you feel unsafe in any given situation;

If, at any time, I believe that the conditions surrounding any activity, including the actions or inactions of others, are unsafe to me, I will immediately discontinue further participation in such activity until a time I so choose;

### I accept all risks associated with my participation and release Flaggots Palm Springs from all responsibility;

I fully accept and assume all of such risks and all responsibility for any losses, costs, expenses, liabilities and damages incurred as a result of or in connection with my participation in any way in such activity;

I hereby release, discharge, covenant not to sue and agree to hold harmless Flaggots Palm Springs and its administrators, directors, agents, officers, volunteers, employees and members, all other participants in, sponsors of and advertisers for any activity, and all owners, operators, lessors and service providers of or for the premises in

or on which any activity takes place (each, a "releasee") of, from and against any and all claims, actions, demands, losses, costs, expenses, liabilities or damages resulting or arising from, or incurred in connection with, any activity (each, a "claim"), including without limitation any claim caused, resulting or arising from, or alleged to be caused, resulting or arising from, in whole or in part, the negligence of any releasee.

I further agree that if, despite this release, I or anyone on my behalf makes a claim against any releasee, I will indemnify, save and hold harmless such releasee of, from and against any loss, cost, expense, damage or liability that such releasee may incur as a result of, arising from or in connection with such claim, including without limitation any attorneys' fees or other costs or expenses of litigation.

### I understand that my privacy is not guaranteed;

I am aware that any activity may be conducted on spaces and/or in facilities open and/or viewable to the public;

### I give Flaggots Palm Springs permission to record/document my participation;

Further, I hereby grant full permission for Flaggots Palm Springs to record any or all of my participation in activities for photos, motion pictures, TV, radio, recordings, videotapes, and other media known or unknown, and to use them for publicity, promotions, advertising, trade, or commercial purposes without any reimbursement or fee of any kind.

### I understand I am a Volunteer and not entitled or guaranteed payment or benefits;

All persons acting or serving as a member of the organization, regardless of membership classification, including performing, support, affiliate, alumni or other status are volunteers, are not considered employees for any purpose, must not represent themselves as employees, are not covered by employment standards and are not entitled to or guaranteed to receive any payment or benefits as a result of this voluntary arrangement. Any monies paid, provided or donated by the organization to an individual member to offset individual member costs or to reimburse the member for expenses do not affect or change this voluntary arrangement. Exceptions shall be mutually agreed upon by the organization and member and communicated through a written contract signed by the Director and the member.

At times members may be hired directly by other individuals or entities to perform in a professional (paid) capacity using skills and knowledge gained through their membership. In this special circumstance, all monies earned or agreed upon as payment for their professional services will be the responsibility of the hiring party. Flaggots Palm Springs shall have no liability in this situation.

### I understand the content and meaning of this document; I agree and sign it freely;

I have read this agreement, fully understand its terms and understand that I have given up rights by signing it. I have signed this agreement freely and without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all claims and liability to the greatest extent allowed by law, and agree that if any term or condition herein is held to be invalid or unenforceable for any reason, that all other terms and conditions hereof shall continue in full force and effect. I attest that I do not have any legal conditions placed upon me or requirements of me that prevent me from signing this release.

### The intent of this Release shall remain in effect

If any part of this Release is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, unenforceable provision that most closely matches the intent of the original provision and the remainder of this Release will continue in effect.

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

City, ST Zip: \_\_\_\_\_

Name: \_\_\_\_\_  
(Printed)

Home Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_