

## REGISTRATION AGREEMENT AND LIABILITY WAIVER

Please read this waiver carefully. It includes a release of liability and waiver of legal rights and deprives you of the ability to sue certain parties. Do not agree to this document unless you have read and understood it in its entirety. By agreeing and signing, you acknowledge that you have both read and understood the text presented to you as part of the registration process.

You also understand and agree that events carry certain inherent dangers and risks which may or may not be readily foreseeable, including without limitation personal injury, property damage or death. Your ability to participate in the event(s) is/are subject to your agreement to the waiver and by agreeing herein, you accept and agree to the terms of the waiver and release agreement.

**By indicating your acceptance, you understand, agree, warrant and covenant as follows:**

By agreeing and submitting your registration, you agree and abide to the Waiver & Release with the full knowledge and appreciation that this event is potentially a hazardous activity, I assume all risks attendant thereto and thus release, waiver and forever discharge Naples Performing Arts Center as well as the event director, sponsors, volunteers, landowners and any local, state, or government entity from any and all liability or responsibility for injuries and or property damage which may occur during any event put on by this event director. This waiver and release includes you and all parties herein, and all heirs, executors or administrators thereto, and is given in full awareness of it's contents and in consideration of acceptance/entry into this event.

Further I agree to abide by the rules and regulations of the event and any other local, state and municipal laws applicable. REGISTRATION AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver")

1. Authority to Register and/or to Act as Agent. You represent and warrant that the Event Director for your event to have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which

registration fees will be charged. If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of that child's information which you provide for the purposes of registration.

2. Waiver. YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE ACTIVE FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

3. Limitation of Liability; Disclaimer of Warranties. The Event Director SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF THE EVENT DIRECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Indemnification. You agree to indemnify and hold the Event Director, Naples Performing Arts Center and the property owner harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your use.

5. Applicable Law; Consent to Jurisdiction. By completing this event registration, both you and the event director agree that the statutes and laws of the Governed State for

which the event is held in, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Agreement and Waiver, and the Terms of Use. You agree that exclusive jurisdiction for any dispute with Event Director resides in the courts of the State of Florida and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the event State of or in connection with any dispute including any claim involving the Event Director or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

6. Severability. You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the State of which the event is held and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

**BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

You must be over 18 years of age OR the parent/legal guardian of a minor under 18 years of age OR the legal guardian of an incapacitated and/or mentally challenged person in order to agree to the text above.\*

**PRINT NAME OF PARENT OR GUARDIAN** \_\_\_\_\_

**SIGNATURE OF PARENT OR GUARDIAN** \_\_\_\_\_

**DATE** \_\_\_\_\_