

TO REGISTER FOR AND PARTICIPATE IN THE BIG EVENT, YOU MUST READ AND ACCEPT THE FOLLOWING:

### **PERSONAL IMAGE USE**

I hereby grant Ponder's Big Event Committee the irrevocable and unrestricted right to use, reproduce and publish photographs of me, including my image and likeness as depicted therein, for advertising or on website and/or social media. I hereby release Ponder's Big Event, its committee, from any and all claims, actions and liability related to its use of said photographs.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby sets their hand and seal the date written below.

### **WARNING OF RISK, WAIVER, RELEASE OF ALL CLAIMS AGREEMENT**

Please read this form carefully and be aware in participating that you will be waiving and releasing all claims for injuries you may sustain, arising out participation.

Ponder's Big Event is an off-campus service project. Participants will work with staff from Ponder ISD and with members of the Ponder community. It is scheduled to take place on May 14, 2022, in Ponder, Texas. The event will occur at the Ponder baseball fields, behind the Ponder Baptist Church, as well as along Hwy 156 and 2449. Service projects will include, but are not limited to, lawn care services; picking up trash; painting; and other needed tasks as assigned by the service organization or community members.

Wherefore, a person who participates in Ponder's Big Event may be exposed to dangers, risks, and/or hazards associated with performing services projects which include the use of, act of, and/or exposure to, but not limited to the following:

1. Traveling to and from activities;
2. Use of small equipment, hand tools, weed eaters or basic chemicals (i.e. paint, cleaning supplies);
3. Gardening tasks (i.e. pulling weeds, trimming bushes, clearing debris, tilling);
4. Physical exertion (i.e. shoveling, sweeping, scrubbing, raking, lifting);
5. Uneven terrain, extreme temperatures or conditions;
6. Contact with traffic, pedestrians, and/or other participants.
7. Sprains, abrasions, fractures, and blisters.
8. Ingestion of food provided by Ponder's Big Event sponsors

Wherefore, participants of Ponder's Big Event will be given brief orientation sessions by the committee. The participant is required to follow instructions from Ponder's Big Event Committee and group leaders closely. The likelihood of injury may be reduced by participant adhering to safety rules or procedures, which include but are not limited to the following:

1. Stay with the assigned group;
2. Refrain from the use of power tools and/or large equipment without permission;
3. Follow instructions given by Ponder's Big Event committee members and staff; and
4. Promptly notify Ponder's Big Event staff of any dangerous or potentially dangerous condition, including tasks that the participant feels unable to perform safely for any reason.

Wherefore, the undersigned is responsible for determining if he or she is physically fit to participate in Ponder's Big Event. It is always advisable, especially if he or she is disabled in any way, or recently suffered an illness, injury or impairment, to consult a physician before participating in any improvement projects or events.

Wherefore, participation by the undersigned in Ponder's Big Event is voluntary and the undersigned may withdraw at any time and will be considered a participant as referenced in this Agreement. Wherefore, the undersigned:

1. Recognizes and acknowledges that there are certain risks of physical injury and loss connected to or associated with participating in Ponder's Big Event. The undersigned agrees to assume the full risks of any loss or damage to clothing and/or personal equipment; any mental and/or physical injuries, including illness, permanent and/or partial disability; severe social and/or economic loss; attorney's fees; and/or any other damages or loss which may result not only from his or her actions, inactions or negligence, but the actions, inactions or negligence of others, or in the condition of the premises or of any equipment used. The undersigned further assume all the foregoing risks and accepts personal responsibility for all costs associated with the risks or injuries that the undersigned incurred or causes.
2. Hereby waives and releases any and all claims he or she may have against Ponder's Big Event Committee, Ponder ISD, its employees, and/or community volunteers.
3. Further agrees to indemnify and hold harmless and defend Ponder's Big Event Committee, Ponder ISD, its employees, and/or community volunteers, from any and all claims resulting from any risks or injuries, including death, damages and losses sustained or caused by he or she, or arising out of, connected with, or in any way associated with the activities of the undersigned.
4. Further releases, waives or discharges and covenants not to sue Ponder's Big Event Committee, Ponder ISD, its employees, and/or community volunteers, for any and all liability to the undersigned, his or her heirs, next of kin, successors, or assignees, of any and all claims, demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of Ponder's Big Event Committee, Ponder ISD, its employees, and/or community volunteers.
5. Where this release is executed by a participant and parent/guardian on behalf of the participant (under age of 18) participating in Ponder's Big Event, the undersigned parent/guardian hereby acknowledges and represents his or her unqualified authority to execute the same on behalf of the minor and agrees to hold harmless and indemnify Ponder's Big Event Committee, Ponder ISD, its employees, and/or community volunteers, from and against any claims of such minor or his or her successors, and agrees to all terms and conditions of this Agreement.
6. The undersigned waives all rights to notice of risks associated with Ponder's Big Event.
7. Authorizes, but does not require, other participants, service organizations, Ponder's Big Event Committee, Ponder ISD, its employees, and/or community volunteers to provide or obtain emergency or non-emergency medical service on behalf of the undersigned.

*The undersigned has read and fully understands this Agreement, and personally assumes all risk and loss associated with such risk, whether known or not known by him or her. The undersigned understands by signing this Agreement that he or she is surrendering valuable rights and is doing so freely and voluntarily.*

*Printed Name \_\_\_\_\_ D/O/B \_\_\_\_\_*

*Participant Signature \_\_\_\_\_ Date \_\_\_\_\_*

**If you're under 18, the above signature is not legally binding. Therefore please provide the following information about your parent/guardian so that we may contact them for their consent to these terms:**

*Parent/Guardian Printed Name \_\_\_\_\_*

*Relationship: \_\_\_\_\_*

*Parent/Guardian Phone Number \_\_\_\_\_ Date \_\_\_\_\_*