

World Ice Art Championships

Liability Waiver, Indemnification, Photo Consent, and Participation Agreement



VOLUNTEERS & ARTISTS

EVENT YEAR :

NAME :

PHONE NUMBER :

EMERGENCY CONTACT PERSON :

RELATIONSHIP :

PHONE NUMBER :

I. Liability Waiver

I understand, recognize and acknowledge the existence of various hazards and risks involved with competitive ice sculpting and its associated activities. This may include - without limitation - physical injury, negligence, mental trauma and even death. The undersigned also agrees to release Ice Alaska, its affiliates, sponsors, employees, staff, volunteers, directors, officers and agents (collectively hereafter the **Releasees**), from any and all liability, injuries or risks, whether known or unknown.

This is not inclusive to just the time of the World Ice Art Championships event but also the preparation and pack-down time and any other time whilst Ice Alaska is conducting their business.

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II. Indemnification and Hold Harmless

I agree to indemnify and hold harmless the **Releasees** from and against any claims, liabilities, disputes, lawsuits, actions, costs, including attorney's fees and expenses that may arise out of, are related to, or are caused by my volunteering at the World Ice Art Championships event for any cause or reason whatsoever.

I am responsible for my own medical coverage and realize Ice Alaska provides no coverage for me should I become sick or injured while volunteering at the World Ice Art Championships or at any time during the set-up or pack-down time.

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III. Photo Consent & Release

I hereby grant exclusive right and permission to **Releasees** without additional compensation to all the aforementioned persons to use any photographs, videotapes, motion pictures, recordings of myself while volunteering at the World Ice Art Championships for any purpose whatsoever, including promotional or commercial purposes throughout the world, in all media now known or hereafter devised. I acknowledge that my personal image may be posted online, and I give my full consent to do so. I also agree that I shall not sue or file any claim against **Releasees** for any intellectual property violations, should my photo be used for any marketing, promotional, or commercial purposes.

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IV. Participation Agreement

I agree to follow all rules and guidelines applicable to volunteers for Ice Alaska. I acknowledge that if I am viewed to be NOT following the rules, **Releasees** in its sole discretion, have a right to evict me from the grounds. The **Releasees** not be financially responsible for any on-going accommodation or catering charges for myself, effective immediately.

I also understand that I am required to attend all and any safety briefings scheduled before any volunteers shift starts and that it is my responsibility to ask and know when and where the briefing is happening.

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V. General Provisions

A. Severability.

If any provision (or portion of thereof) of this Agreement is declared by an arbitrator, mediator, or court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and, as far as possible, the arbitrator, mediator, or court shall limit the scope or application of the affected clause to the least extent possible in order that it may be valid and enforceable.

B. Governing Law.

I hereby further agree this Agreement shall be construed in accordance with the laws of the State of Alaska and the City of Fairbanks, and that any mediation, suit, or other proceeding must be filed only in that jurisdiction, despite the fact that the undersigned may be outside that jurisdiction.

C. Remedies.

I agree that any controversy or claim arising out of or relating to this Agreement shall be first settled by arbitration, which shall be chosen by Releasees. Should arbitration fail, I agree to have my legal issue be heard before a mediator, which again will be chosen by Releasees. Should mediation fail, I agree to have my legal issue resolved by the courts.

D. Legal Fees.

In the event of any legal or equitable proceeding (arbitration or mediation) arising out of or in connection with the parties' obligation under this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs, including reasonable costs for experts. The prevailing party shall be the party who obtained substantially the same remedy requested, whether by judgment, appeal, settlement, or award.

E. Acknowledgement.

In signing this agreement, I acknowledge and agree that I have read the foregoing Agreement, understand it and sign it voluntarily as my own free act and deed. No oral representations, statements, or inducements, apart from the foregoing written agreement, have been made.

I am at least eighteen (18) years of age and fully competent

I acknowledge that I have the right to seek independent legal counsel, and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by the same.

Volunteer / Artist Name	Volunteer/Artist Signature	Date