## PHOTO VENTURE CAMERA CLUB ("PVCC") RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in PVCC-sponsored activity/activities, I, for myself, my personal representatives, assigns, heirs and next of kin, agree as follows:

- 1. I acknowledge, agree and represent that I understand the nature of the activity/activities and that I am qualified, in good health, and in proper physical condition to participate in such activity/activities. I further acknowledge that the activity/activities may involve certain hazards. I further agree and warrant that if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the activity/activities.
- 2. I fully understand that: (a) the activity/activities may involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death, and also risk of damage or loss to equipment; (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity/activities, the condition in which the activity/activities takes place, or the negligence of the "Releasees" named below; and (c) there may be other risks not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and responsibility for losses, costs and damages I incur as a result of my participation in the activity/activities.
- 3. I hereby release, discharge and covenant not to sue the PVCC, their directors, officers, agents and representatives (the "Releasees" herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this Release and Waiver of Liability Assumption of Risk and Indemnity Agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability damage, or cost which may be incurred as a result of such claim.
- 4. I have read this Agreement, fully understand its terms, understand that I am giving up substantial rights by signing it and am signing it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of the Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. This Agreement shall be governed by Indiana Law.

Printed Name	
Signature	Date
If participant is under 18 years, parent or legal guard	lian must also sign.
Signature of Parent or Guardian	 Date