

CONSENT, INDEMNITY and LIABILITY RELEASE

Activities, Workshops, Rides & Use of Likeness

I, the undersigned, for myself and my heirs, assigns and personal representatives, do hereby agree to the following:

1. I understand that Maker Faire Workshops and Rides involve dangerous activities, machines, and events, which can result physical harm, injury, illness, or death. I understand that such dangers and risks of harms may arise as the result of the negligence of myself or others. I understand that my attendance at, participation in, or physical proximity to Maker Faire Workshops and Rides exposes me to these dangers, and specifically puts me at risk of physical harm, injury, illness, or death.
2. I understand that my presence on the premises of Headwaters Park and/or my participation in the Event can expose me to dangers both from known risks and unanticipated risks.
3. Acknowledging that such risks exist, I voluntarily assume these risks, including the risk of negligent conduct by myself or others. I recognize that negligent conduct can cause property damage and personal injury including, serious injury or death. I also recognize that injuries and/or damages may be caused, increased or compounded by negligent rescue operations or procedures.
4. I hereby waive, release, discharge and covenant not to sue TekVenture and its agents, volunteer, employees, officers, members, directors, sponsors, agencies, subsidiaries, affiliates or beneficiaries (the "Released Parties"), from and against any and all claims, causes of action, liability, injuries, demands, losses, damages or expenses of any kind arising out of or in connection with any injury or damage to my person or property, including physical harm, injury, illness, and death, regardless of whether negligently caused, and regardless of whether caused by any condition on the premises of Headwaters Park, my participation in the Event, or the conduct or negligence of any person in connection with the preparation for, supervision of, or conduct of any activity related in any manner to the Event.
5. I am specifically releasing the Released Parties, individually and collectively, for physical harm or damage caused by or arising from negligence in any form. I AGREE AND UNDERSTAND THAT IF I AM INJURED OR KILLED, OR IF MY PROPERTY IS DAMAGED, I HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY CAUSED MY INJURY OR DAMAGES BY THEIR NEGLIGENCE.
6. I agree to abide by the rules, regulations and polices of Headwater Park, TekVenture Incorporated and the Fort Wayne Regional Maker Faire at all times while I am on the premises of Headwaters Park. I also agree to use the facilities, tools, and materials in a safe manner, to act responsibly at all times, and to follow all directions or instructions given to me by TekVenture or its agents regarding safety.
7. I agree to indemnify and hold harmless the Released Parties from all lawsuits, claims, damages, costs and attorneys' fees which arise out of my presence on the premises of Headwaters Park or out of any violations of this Agreement by me, my child, my agent or my representative. This provision will apply regardless of whether or not the lawsuit, claim, damages, costs and/or attorneys' fees arise out of the negligence of any of the Released Parties.
8. I agree that TekVenture Incorporated and its successors and assigns shall have and own the sole and exclusive right to commercially exploit the Event including all rights to all photographs, video reproductions, audio reproductions, films, motion pictures, and other reproductions or depictions of the Event or any portion thereof, *including without limitation* descriptions, pictures, likenesses, images, name and sound of me *alone* or with other persons, through any and all media whether now known or hereafter discovered, and all rights to copyright, reproduce, distribute, display, perform, sell, license or otherwise dispose of same for any purpose whatsoever. I also grant to TekVenture Incorporated a non-exclusive, perpetual license to use my rights of publicity (or similar), and full permission to any and all uses of my likeness, including photographs and videotape for publicity and advertising purposes without compensation.

**Fort Wayne Regional
Maker Faire®**



I accept total responsibility for myself and the children in my care.

Participant Name: _____ Date of Birth _____

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Printed Name: _____

Address: _____

City _____ State: _____ Zip: _____

Emergency Contact Phone #: _____ E-mail: _____