



CONVERSATION • CULTURE • CELEBRATION

## RELEASE AND WAIVER

In consideration of my participation in the activities of THE DURSTIG GAMES and acknowledging that risk of injury exists,

I HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS THE ATHENAEUM FOUNDATION, ITS OFFICERS, THE MEMBERS OF ITS BOARD OF DIRECTORS, ITS EMPLOYEES, VOLUNTEERS, AND AGENTS (“Releasees”) from any and all claims or liability for personal injury or property damage I may suffer directly or indirectly arising out of or relating in any respect to participating in THE DURSTIG GAMES events. This waiver and release of all claims, demands, action, and liability shall include, without limitations, any injury, damage or loss to person or property which may be caused by or in any way arise out of any act, or failure to act, by Releasees even if said injury, damage, or loss results from the negligence of any or all of the above-identified Releasees.

By signing this release, I hereby agree, and acknowledge, to be photographed at the event and that photos may be used for publicity and marketing purposes for the Athenaeum Foundation for an unlimited time, in any and all uses or forms of media (web, presentations, and print included) at the discretion of the Athenaeum Foundation.

The laws of the State of Indiana will govern any disputes or other matters relating to this Consent and Liability Release.

I have read and fully understand the terms and conditions of participation in THE DURSTIG GAMES events.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



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## REGISTRATION

### Accident Waiver and Release of Liability Form

In consideration of my participation in the activities of  
THE DURSTIG GAMES and Wiener Dog Race  
Original and Fabulous GermanFest 2017  
Athenaeum Foundation

I hereby release the Athenaeum (“Owners”) and each of their respective employees, agents, volunteers, heirs, administrators, successors and assigns of and from any and all claims for injury, loss, damages, actions and causes of action, claims and demands whatsoever, whether known or unknown and whether or not founded in fact or in law, and of and from any and all manner of suits, debts, dues, wages, commissions, earnings, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages, judgments, claims and demands whatsoever in law or in equity including, but not limited to, those arising out of or in any way related to my participation in this race, and all acts or omissions related thereto, whether or not caused in whole or part by the negligence or other misconduct of the Owners or any of the individuals mentioned above, from the beginning of the world to the date of this Agreement, which the undersigned has had or now has or which he/she or his/her heirs, administrators, successors and assigns hereafter can, shall or may have or acquire.

This Agreement shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of the Owners and its successors and assigns.

I HAVE READ THIS WAIVER, RELEASE OF LIABILITY AND RACE RULES AND ASSUMPTION OF RISK ACKNOWLEDGEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Agreed upon and signature: \_\_\_\_\_ Date: \_\_\_\_\_