

Spontaneous Construction Waiver of Liability

This Agreement must be read by all team members as a condition of participation.

What it means: By signing below, I'm saying that I understand there are inherent dangers involved in this contest, including rusty nails, splinters, heavy objects liable to injure toes, teammates who aren't paying attention to the backswing of their hammer, etc. I have read and understand that Home ReSource is making its best effort to make this contest as safe as possible, and therefore, **I promise not to hold Home ReSource responsible if I get hurt by accident, or if people I'm responsible for get hurt by accident.** I'll take full responsibility for myself, follow safety policies and procedures, including COVID measures; I'll pay my own doctor bills (or those of my family), and I promise not to sue Home ReSource. Furthermore I promise that my family members won't sue Home ReSource either. Really, I do.

The Legalese: "I," hereinafter referred to as "respondent," hereby acknowledge that I am voluntarily joining and participating in this SPONTANEOUS CONSTRUCTION BUILDING CONTEST at Home ReSource on September 18th, 2021, hereinafter referred to as "Activities." I will be personally responsible for my own safety during these Activities and assume all risks and accept full and complete responsibility for any and all damages and personal injury of any kind, including death. I am aware that the Activities are hazardous, involving risk of serious bodily injury, death, or property damage and I am voluntarily participating in these Activities with knowledge of the risks. I expressly assume the risk of these dangers including, but not limited to: slips, falls, objects or persons falling on persons, equipment failure, equipment injuries, improperly administered first aid, drowning, lightning strikes, hypothermia, and/or heat stroke.

As lawful consideration for being permitted by the group engaging in these Activities or any of its officers, agents, servants, volunteers, leaders, activity participants, or employees, herein referred to as "Releasees," to participate in these Activities and/or use their equipment, I do, for myself, my heirs, executors, administrators, legal representatives, guardians, distributees, and assigns, collectively referred to as "Releasers," hereby release, waive, discharge, and relinquish any action or causes of action for personal injury, property damage, or wrongful death which may hereafter arise from the Activities or any pursuit incidental thereto wherever or however said pursuit may occur and for any period said Activities and pursuits may continue.

I further agree that under no circumstances will Releasers prosecute or present any claim against Releasees for any causes of action, for personal injury, property damage, or wrongful death, whether the same shall arise by the negligence or non-intentional conduct of any of said Releasees from the Activities or any pursuit incidental thereto.

I and the remaining Releasers hereby agree to indemnify, save and hold harmless the Releasees and each of them from any loss, liability, damage or cost (including attorney fees) which Releasees may incur as a result of injury, death, or property damage to the undersigned, or from suit from such personal injury, death, and/or property damage to the undersigned.

This Agreement is intended to be as broad as is permissible under the law of the State of Montana and this Agreement shall be interpreted under the laws of the State of Montana. If any portion of this Agreement is invalid and/or is declared to be invalid by a Court of Law, the balance of the Agreement shall continue in full force and effect.

By signing my initials on the waiver box of the Team Waiver Signature & Emergency Contact Sheet I signify that I, the respondent, have read and voluntarily agree to the release and waiver of liability and indemnity Agreement and further agree that no oral representations, statements, or inducements apart from the foregoing written Agreement have been made. I acknowledge that I have read the foregoing paragraphs and am completely aware of the potential dangers incident to engaging in the Activities, and fully aware of the legal consequences of signing the Agreement.

Spontaneous Construction Media Waiver 2021

This Agreement must be read by all team members as a condition of participation.

Home ReSource will be recording and photographing Spontaneous Construction to show off your hard work and promote the reuse of materials. These images will be shared in various places, including but not limited to: our website, social media sites (i.e. Facebook), or in print. Due to the public nature of the event, we can not guarantee that your image will not appear in the media. We can promise not to use your name if you indicate that is your preference.

I hereby authorize Home ReSource and those acting pursuant to its authority, or with its permission, to interview and/or to have photographs, audio or audiovisual recordings (media images) made of me.

I agree that Home ReSource may use media images of me **with or without my name** and for any purpose, including such purposes as publicity, education, and web content.

I understand that these media images may be released to the public by the news media or by Home ReSource in broadcast, print, or internet media. I also understand that the media images may be used by Home ReSource for advertising and marketing purposes.

I release Home ReSource and its employees from any and all liability connected with capture or use of these Media Images.

I waive all rights, interest or claims for payment in connection with any exhibition or release of these Media Images. I understand that this consent is voluntary and can be revoked at any time. I give my consent in the interest of public information, and for furtherance of education, client services, and research goals of this organization or for other lawful purposes.

I acknowledge that I have legal authority to sign this form on behalf of myself or the individual participating in Home ReSource activities.

SPONTANEOUS CONSTRUCTION 2021
TEAM WAIVER SIGNATURE & EMERGENCY CONTACT SHEET

TEAM NAME: _____

DATE: _____

MEMBER 1

NAME: _____

EMERGENCY CONTACT NAME: _____

EMERGENCY CONTACT PHONE: _____

MEMBER 1 WAIVER BOX

I have read and agree to the Waiver of Liability – initial here: _____

I have read and agree to the Media Waiver – initial here: _____

MEMBER 2

NAME: _____

EMERGENCY CONTACT NAME: _____

EMERGENCY CONTACT PHONE: _____

MEMBER 2 WAIVER BOX

I have read and agree to the Waiver of Liability – initial here: _____

I have read and agree to the Media Waiver – initial here: _____

MEMBER 3

NAME: _____

EMERGENCY CONTACT NAME: _____

EMERGENCY CONTACT PHONE: _____

MEMBER 3 WAIVER BOX

I have read and agree to the Waiver of Liability – initial here: _____

I have read and agree to the Media Waiver – initial here: _____

MEMBER 4

NAME: _____

EMERGENCY CONTACT NAME: _____

EMERGENCY CONTACT PHONE: _____

MEMBER 4 WAIVER BOX

I have read and agree to the Waiver of Liability – initial here: _____

I have read and agree to the Media Waiver – initial here: _____

MEMBER 5

NAME: _____

EMERGENCY CONTACT NAME: _____

EMERGENCY CONTACT PHONE: _____

MEMBER 5 WAIVER BOX

I have read and agree to the Waiver of Liability – initial here: _____

I have read and agree to the Media Waiver – initial here: _____

NOTE: Guardian may initial for minors in the waiver boxes