

POP INC.

Waiver, Release, and Indemnity Agreement

Activity or Event: _____
Event Host: _____
Volunteer's Name: _____
Volunteer's Address: _____
Volunteer's phone #: _____

As a condition of my being allowed to volunteer my services and time for the above-referenced POP Inc. event. (the "Event") I hereby voluntarily and absolutely release and discharge the POP Inc., its officers, agents, board members and employees (the "Released Parties"), from any and all loss, damages, actions, claims and causes of action whatsoever, whenever arising between this date and the end of time, including without limitation, and loss, damages, actions, claims or causes of actions relating to any personal injury, property damage, or wrongful death that I may suffer as a result of my volunteering or affiliation with POP Inc., including without limitation, my participation in the Event, or the use of any facilities or equipment owned or used by Pop Inc., whether or not such injuries or damages are caused by the actual or constructive negligence or gross negligence (active or passive) of POP Inc., any Released Parties, the Event host, or any other person or entity.

I acknowledge the risk of property damage, bodily harm and possibly death in participating in the Event and voluntarily assume that risk without any liability to the Released Parties. I further acknowledge that neither Pop Inc. nor any other Released Party has purchased any liability or other insurance to cover any potential loss, damage, action, claims or cause of action that I may suffer. I agree to abide by the rules and regulations governing the Event and the facility where it takes place and further to obey any instructions given by POP Inc., the Event host, or any other person or persons having supervision and control over my position.

I further indemnify and hold harmless POP Inc. and the Released Parties from any and all loss, damages, actions, claims and causes of action whatsoever, whenever arising between this date and the end of time, pertaining to me or any person that may claim through me, including without limitation, any insurer, and under no circumstances will present any claim or cause of action against POP Inc. or the other Released Parties for any matter whatsoever, including personal injury, property damage, wrongful death or otherwise, whether caused by any act of negligence by POP Inc., the Released Parties, the Event Host, or any other person or entity.

I agree that in the event of an injury to myself as result of my volunteering at the Event, or otherwise if in connection with any activity involving POP Inc., whether or not caused by the negligence or gross negligence (active or passive, constructive or actual) of POP Inc., the Released Parties, the Event Host, or any other person or entity, I will be solely responsible for the payment of any hospital, medical, dental, or related costs and expenses, and the same will be paid either by me or my spouse, accident, hospital or medical insurance, or any available benefit plan of mine or my spouse., without any right of contribution from or claim against POP Inc., the Released Parties, or the Event Host.

I authorize the making of photographs, motion, pictures, videotapes, recordings, or other memorializing of said event and my participation therein, and the publication or other use thereof. I waive any right to compensation therefore or any right that I otherwise might have to limit or control such making or use.

I warrant and represent that I am eighteen years of age or over, and am fully aware of and understand the terms and legal consequences of the signing of this Waiver and Release. I HAVE BEEN ADVISED TO SEEK LEGAL COUNSEL PRIOR TO SIGNING THIS RELEASE AND I HAVE DONE SO OR CHOSEN NOT TO DO SO AFTER HAVING HAD AMPLE OPPORTUNITY. I intend that my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant

Date

Name and Phone # of Primary Doctor

Health Plan & Policy #