



Moxie Guard Photo and Social Media Release

I, the undersigned, do hereby grant permission to Moxie Guard to post my photo, or other item, hereinafter referred to as "Materials". I submit to and for Moxie Guard's Website, Facebook, Instagram, Snapchat and other various application used for communication purposes (for example: Band App).

I hereby release you, your representative, employees, managers, members, officers, parent companies, subsidiaries and directors from all claims and demands arising out of or in connection with any use of said "Materials", including, without limitation, all claims for invasion of privacy, infringement of my right of publicity, defamation and any other personal and/or property rights.

I acknowledge and agree that no sums whatsoever will be due to me as a result of the use and/or exploitation of the "Materials" or any rights therein.

Member Name: _____

Member Signature: _____ **Date:** _____

I acknowledge that my child is under 18 years old and lacks the legal capacity to enter into binding agreements. Accordingly, I have read this Release and consent to my child's inclusion in the "Materials" will not contest the rights granted in this Release, and shall assist and support you in any and all legal proceeding for affirmation of this Agreement, should you choose to have a court of law affirm this Agreement.

Parent or Legal Guardian Name: _____

Parent or Legal Guardian Signature: _____

Date: _____



Moxie Guard Medical Release Form

Name

Parent/Guardian to Contact in Case of Emergency

Address

Emergency Phone/Cell Phone

City, State, Zip

Parent's Work Phone

Home Phone

Additional Person to Contact in Case of Emergency

Date of Birth

Emergency Phone/Cell Phone

Family Physician

Physician Phone

Insurance Company & Policy Holder

Policy Number

MEDICAL HISTORY (current conditions such as asthma or diabetes verified by physician, Physical Limitations, etc.)

Please list any other known acute or chronic medical conditions: _____

Medications: _____

Allergies/allergic reactions/allergic reactions to medications: _____

Any major surgeries: _____

Special dietary needs: _____

Last Tetanus Shot: _____ **Will you allow blood transfusions:** YES NO

The following information I hold to be true about the member to the extent of my knowledge as of the date signed. I understand that providing any false information could result in mistreatments of the member in the event that medical attention should be needed on an emergency basis. It is understood that the staff and medical personnel will make every attempt to contact parents, guardian or relatives listed above prior to taking any actions.

Parent/Legal Guardian Signature: _____ **Date:** _____

Relationship to Member: _____



Release and Waiver of Liability and Indemnity Agreement

(Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the Moxie Guard Program indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below colorguard activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agreed that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.

2. I/WE fully understand and acknowledge that:

(a) There are risks and dangers associated with participation in colorguard events and activities which could result in bodily injury partial and/or total disability, paralysis and death.

(b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.

(c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.

(d) There may be other risks not known to us or are not reasonably foreseeable at his time.

3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.

4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the colorguard event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee"...FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs and next to kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

5. I/WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

7. On behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AND UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Parent or Guardian Signature (if minor) _____

Printed Name of Participant _____

Address of Participant _____

Telephone of Participant _____