

# Release and Waiver of Responsibility | SAVOY Maintenance 101 Class

## **Risks Associated with Participation**

I acknowledge that by registering for this Class, I am the participant that will be in the Savoy Maintenance 101 Class (the "Class") or the guardian representing a participant who is under the age of 18. I acknowledge and accept that there are numerous risks associated with participation in the Class. Such risks and dangers include but are not limited to falling or moving objects, slips, falls, cuts, scrapes, bruises, or any other injuries resulting from participation in Class activities. After the Class is over, Savoy is not liable for maintenance performed by students of the class whether performing maintenance as instructed or improperly performing maintenance while on their personal vehicles or other vehicles that result in injury to self, others, or the owners said vehicles. Savoy is also not liable for injury or vehicle damage resulting from student maintenance after the training.

## **Assumption of the Risks**

With full knowledge and understanding of the risks associated with participation in the Class, my child or I enter the Class voluntarily and fully accept and assume every such risk for loss, damage, or personal injury.

## **Compliance with Terms and Conditions**

I agree to comply with all the Class's terms and conditions of entry. I acknowledge and understand that the Organizer of the Class will use reasonable efforts to ensure that all other participants abide by the terms and conditions of entry, but that it cannot guarantee that the participants will abide by these terms and conditions.

## **Release of Liability**

After registering and being permitted to participate in the Class, I hereby waive, release, and forever discharge, for myself, my heirs, executors, administrators and legal representatives, any and all rights and/or claims which I have, may have, or may hereafter accrue to me against the Organizer, its officers, directors, employees, consultants, agents and Class sponsors for any and all damages, personal injuries, and/or claims which may be sustained by me or my vehicle directly or indirectly arising out of my participation in the Class (including the application of emergency or medical services at the Class) even if the damages, injuries, and/or claims are caused by the negligence of those persons listed above or otherwise. Nothing in these Terms and Conditions shall be construed as excluding or limiting the Organizer's liability for personal injury or death arising from its negligence or the negligence of persons under its control. Further, I covenant not to sue the Organizer, its officers, directors, employees, consultants, agents, and Class sponsors for any and all damages, personal injuries, and/or claims which may be sustained by me directly or indirectly arising out of my participation in the Class. This release and discharge includes, but is not limited to, claims for personal injury, death, property damage, economic loss, breach of contract, lost wages, contribution indemnity, indemnity, punitive damages, negligence, or any other legally recognizable claim arising out of my participation in the Class (including all legal costs associated with such claims).

## **Indemnity**

I hereby agree to release, defend, indemnify, and hold harmless the Organizer, its officers, directors, employees, consultants, agents, Class sponsors and licensees and assigns from and against any and all claims, demands, damages, suits, liabilities or actions arising directly or indirectly out of my actions or otherwise from my participation in the Class whether made or claimed during or after the Class, including all associated costs and expenses and any amounts which the Organizer may pay as a settlement or compromise of any such claims or liabilities.

**Image Rights**

I hereby waive any and all rights of publicity or privacy and grant the organizers full and complete permission to utilize my name, image, likeness, voice and biographical material in any and all manner and media throughout the world in perpetuity. I release the Class organizers, its officers, directors, employees, consultants, agents, sponsors, licensees and assigns from and against any and all claims which I have or may have for invasion of privacy, defamation or any other cause of action arising out of the production, distribution, broadcast or exhibition of photographs, footage, or any promotional materials.

**I have read this waiver, fully understand its terms, and understand that I have given up substantial rights by signing it. I have done so freely and without inducement, coercion, or duress. I intend this waiver to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that, if any portion of this waiver is held to be invalid, the balance of the waiver shall continue in full force and effect.**

Please note that by completing the entry form and accepting these terms and conditions you are concluding a legally binding agreement with us to participate in the Class on these terms and conditions.

By reserving a place in the Class, you accept and acknowledge that:

1. you have read and fully understand the Terms and Conditions contained within this Agreement.
2. you agree and abide to the Terms and Conditions contained within this Agreement.
3. you have read, fully understand, and accept the terms of the Waiver.

Printed Name of Class Attendee \_\_\_\_\_

Name of Guardian if signing for Minor Class Attendee \_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_