



**AGREEMENT TO WAIVE LIABILITY, ASSUME RISK, AND INDEMNIFY;  
RELEASE FOR USE OF PHOTOS AND IMAGES  
Aviation Heritage Park and Warren County Parks and Recreation  
Drone Dash 2015**

As part of the consideration for being offered the opportunity participate in the Drone Dash at Aviation Heritage Park, I, the Participant signing this Agreement below, agree as follows:

**Assumption of Risk** – For purposes of this Agreement, a drone is defined as an unmanned aerial vehicle operating under remote control. I understand that being present in a drone cage while drones are flying involves risks. Serious injury or death can result from many causes, including without limitation: operator error or other operator failure; engine or mechanical failure; defects in the drone or control device; loss of contact between drone and control device caused by interference or other causes; loss of fuel or contaminated or improper fuel; inadequate maintenance; inadequate emergency response; drone crashes caused by collisions or other causes; or inadequate design, construction or maintenance of the drone cage. Injuries could be minor such as bruises, scratches or sprains; major such as eye injuries, broken bones or concussions; or catastrophic such as paralysis, severe burns or death. **I (for myself, my heirs, family members, personal representatives and assigns) assume all risks and full responsibility for any injury or death arising from my participating in the Drone Dash Event.**

**Agreement to Waive Liability and Not to Sue** - I (for myself, my heirs, family members, personal representatives and assigns) hereby release and discharge: (a) Aviation Heritage Park (“AHP”); (b) Warren County Parks and Recreation (“WCPR”); (c) other drone dash organizers, operators, and administrators; (d) the officers, directors, members, employees, agents, divisions, affiliates and volunteers of each of those entities; and (e) the drone operators (collectively, the “Releasees”) from, and agree not to sue the Releasees or any of them for, any and all claims against any of the Releasees for any injury or death arising from my participation in my Drone Dash experience, or any of the circumstances related to my Drone Dash experience. This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any negligence of Releasees, other than those resulting from the gross negligence or willful misconduct of such Releasee.

**Indemnification** - I agree to indemnify and hold the Releasees harmless from any claims, costs, damages, and liabilities, including attorney’s fees, arising from my participation in the Drone Dash event. This duty to indemnify and hold the Releasees harmless applies even if any of the Releasees is negligent; however, indemnification of any Releasee is not required if such Releasee is grossly negligent or has engaged in willful misconduct.

**Photo and Image Release** – I hereby give the Releasees the absolute and irrevocable right and permission to use photographs, pictures and/or images of myself taken at or derived from my participation in the Drone Dash event (the “Images”) in whole or in part, with or without alteration or modification, in any and/or all manner and in any and/or all media, in connection with Aviation Heritage Park’s and Warren County Parks and Recreation’s activities, programs, publications and publicity.

**Representation and Warranty** – I hereby represent and warrant that I am at least eighteen (18) years of age and am not restricted from entering into this Waiver and Release Agreement, and that I have read it in its entirety prior to executing it.

**Legal Advice** - I know that I can talk to my legal advisor about this Agreement and I have either done so or chosen not to. I understand that I have the right and have been given the opportunity to object to and bargain about the provisions of this Agreement. I am voluntarily signing this Agreement and intend it to be the unconditional release of all liability to the greatest extent allowed by law.

**Before Signing, Carefully Read This Entire Agreement**

**Note:** If an accident were to occur, you (by signing this Agreement) would be giving up legal rights and incurring legal liabilities. If any part of this Agreement is held invalid, the rest of the provisions shall remain in effect. **If you do not understand anything in this Agreement, you should not sign it and you should talk to your legal advisor.**

\_\_\_\_\_  
Participant’s Signature

\_\_\_\_\_  
Please Print Participant’s Name

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

**Note:** If an accident were to occur, you (by signing this Agreement) and the Minor Participant would be giving up legal rights and incurring legal liabilities. If any part of this Agreement is held invalid, the rest of the provisions shall remain in effect. **If you do not understand anything in this Agreement, you should not sign it and you should talk to your legal advisor.**

\_\_\_\_\_  
Parent or Guardian’s Signature

\_\_\_\_\_  
Please Print Minor Participant’s Name

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

\_\_\_\_\_  
Please Print Parent or Guardian’s Name