

## Waiver of Liability and Property Rights, Assumption of Risk, and Indemnity Agreement



**Waiver:** In consideration of being permitted to participate in any way in PodCamp Boston (hereinafter called "Activity") I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue PodCamp Boston, its officers, organizers, employees, representatives, proxies, and agents (hereinafter called "PodCamp") from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in Activity.

**Assumption of Risks:** Participation in Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks may include but are not limited to 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death, 4) partial or total loss, damage, or theft of property.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD PodCamp HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in Activity and to reimburse them for any such expenses incurred.

**Intellectual Property Waiver:** For the purposes of this agreement, work means any copyrightable work of authorship provided under this agreement. I hereby grant to PodCamp the following rights: the world-wide, royalty-free, non-exclusive right to reproduce each work and the right to allow others to reproduce each Work for the purpose of broadcasting the work, including the right to use and incorporate each work into a collective work, which may itself be broadcast, duplicated, sold, or freely given. I hereby waive the rights to recover mechanical rights, statutory royalties, performance royalties, or any royalty that may be applicable for public performance of the work, such as webcasting or podcasting. In no event shall PodCamp be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profit damages arising from your submission of works, even if PodCamp has been advised of the possibility of such damages.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Massachusetts and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability and property rights, assumption of risk, and indemnity agreement, fully understand its terms, and understand that **I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

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

Signature: \_\_\_\_\_

Participants under the age of 18 must have a parent or guardian sign for them.