

# Full Battle Rattle Charity Poker Tournament

## Benefiting Forgotten Soldiers Outreach

Sunday, June 6<sup>th</sup>, 2021

### Waiver, Assumption of Risk, and Release of Liability

I, \_\_\_\_\_, desire to voluntarily participate in the **Full Battle Rattle Charity Poker Tournament, which will be held at the Palm Beach Kennel Club on June 6<sup>th</sup>, 2021.** I understand that my participation in **the Charity Poker Tournament**, including pre and post event activities, may result in me interacting with other persons and engaging in activities during which social distancing may not be possible. I understand and acknowledge that I am executing this Waiver, Assumption of Risk, and Release of Liability (this "Release") in consideration of being permitted to enter **the Charity Poker Tournament.** My participation is wholly voluntary.

#### Coronavirus / COVID-19 Warning & Disclaimer

I understand that COVID-19 is a contagious virus that spreads easily through person-to-person contact and can lead to severe illness, permanent disability, and death. Federal, state, and local authorities recommend, and in certain jurisdictions mandate, social distancing as a means to prevent the spread of the virus. I understand and acknowledge that **Forgotten Soldiers Outreach (FSO), Palm Beach Kennel Club (PBKC), and all of their agents assisting with the event** has implemented measures to reduce the spread of COVID-19, such as increased sanitation, implementing face mask requirements for any and all volunteers, temperature screenings, and limiting outside visitors outside of those who are assisting in the event or participating in the event, among other efforts. Despite its best efforts, I fully understand and acknowledge that **FSO, PBKC, and all of their agents assisting with the event** cannot guarantee that I will not become infected with COVID-19, and entering **the Charity Poker Tournament** and participating in **the Charity Poker Tournament** may increase my risk of contracting COVID-19. Nevertheless, by executing this Release, I intend to make clear that my participation is completely voluntary and that I understand and willingly choose to assume any and all risks of contracting COVID-19 or being exposed to COVID-19.

**1. Assumption of Risk and Release.** I voluntarily agree to assume the foregoing risks and accept responsibility for any injury to myself (including, but not limited to, illness, disability, and death), damage, loss, claim, liability, or expense of any kind, including but not limited to attorneys' fees, that I may experience or incur in connection with my entrance and participation in **the Charity Poker Tournament** (collectively, "Claims"). **I hereby release, covenant not to sue, and discharge FSO,**

Initial: \_\_\_\_\_

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

**PBKC and all of their agents assisting with the event and its parent, affiliates, subsidiaries, directors, officers, agents, representatives, and employees, and any other volunteers at the Charity Poker Tournament (collectively, "Releasees") from the Claims, including all liabilities, actions, damages, and costs arising out of or relating thereto. I fully understand and acknowledge that this release includes all injuries and/or damages suffered by me before, during, or after the event. I recognize, intend and understand that this release is binding on my heirs, executors, administrators, or assignees. I fully understand and acknowledge that this Release encompasses any Claim related to the contraction of COVID-19, any exposure to COVID-19, or any other potentially related injury, including those that have not yet been identified by any health organization. I understand this Release expressly includes Claims based on the negligence of Releasees, active or passive.**

**2. Agreement to Take Precautions Related to COVID-19:** As it applies to my participation in this **charity poker tournament**, I agree to abide by the Center for Disease Control (CDC)'s recommendations for the prevention of the spread of COVID-19 and attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. I also agree to abide by any COVID-19 distancing and other safety guidelines issued by the state, the community or by **the Charity Poker Tournament** for my participation in **The Charity Poker Tournament**.

**3. Additional Acknowledgements/Permissions:**

In the event of an illness, injury or medical emergency arising during the event I hereby authorize and give my consent to the **FSO, PBKC, and all of their agents assisting with the event** to secure from any accredited hospital, clinic and/ or physician any treatment deemed necessary for my immediate care. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment and hospitalization.

Further, I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, results, publications or any other print, video graphic or electronic recording of this event for legitimate purposes. I understand any photo or video before, during, or after the event can be used for promotional purposes of the acknowledged.

I understand that I will not be entitled to any refunds in relation to this event.

**4. Severability.** If any part of this Release is found to be unenforceable by an arbitrator or a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions, which remaining portions shall be valid and remain in full force and effect as if this Release had been executed with the invalid portion thereof eliminated.

Initial: \_\_\_\_\_

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

**5. Choice of Law; Jury Trial Waiver; Arbitration.** This Release shall be governed by the laws of the State of Florida, unless applicable law dictates the laws of a different State shall apply, without giving effect to its conflicts of law provisions. Any controversies or claims arising out of or relating to this Agreement, or any breach thereof, are to be resolved by arbitration in accordance with the then-existing Rules of the American Arbitration Association. Each party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order or judgment. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Release. The prevailing party in any action or legal proceeding shall be entitled to reasonable attorneys' fees and costs.

**BY SIGNING BELOW, I EXPRESS I HAVE READ, FULLY UNDERSTAND, AND INTENTIONALLY WAIVE CERTAIN LEGAL RIGHTS AGAINST THE RELEASEES.**

**I AGREE TO EACH AND EVERY PROVISION SET FORTH IN THIS RELEASE AND EXECUTE THIS RELEASE ON MY OWN FREE WILL.**

**I CERTIFY THAT I AM OF LAWFUL AGE (18 YEARS OR OLDER) AND LEGALLY COMPETENT TO SIGN THIS RELEASE. I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF ALL OF THE ABOVE PROVISIONS.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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

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