



FY21 TEAM BEEF IDAHO

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

As a participant in the Idaho Beef Council's Team Beef, I, _____, hereby acknowledge and agree to all the terms and conditions set forth herein in this Release of Liability, Assumption of Risk, and Indemnity Agreement (Agreement):

1. I acknowledge I am aware that participation in **TEAM BEEF IDAHO** includes, but is not limited to: preparing envelopes and race packets; loading and unloading Team vans; setting up and taking down tents, tables and other items at events; volunteering at staff tables at events, including BSU games, Boise Hawks Games, and other events; volunteering at water stations at races; speaking at schools; wearing the Herbie Hamburger mascot costume; running in races and training; and participating in other physical activities. I acknowledge and am aware that these activities are potentially hazardous activities with inherent dangers, risks, and hazards that may result in serious bodily injury, including permanent injuries, or death to participants or others. I attest and verify that I am physically fit.
2. I understand and agree I am expressly assuming all risks I may be exposed to, or expose others to, as a result of participating in Team Beef.
3. I hereby agree to indemnify and hold harmless the State of Idaho, the Idaho Beef Council, its officers, directors, agents, employees, sponsors, their representatives and successors (collectively "State of Idaho") from and against any and all liability, claims, damages, losses including future loss of or damage to property or bodily injury, expenses, actions, attorneys' fees, and suits whatsoever caused by or arising out of their negligence, or any negligent or wrongful actions or omissions undertaken by me while participating in Team Beef.
4. I release and forever discharge the State of Idaho from any and all liability for any injuries or property loss or damage I may sustain while participating in Team Beef. It is my express intent that this Agreement shall serve as a release, discharge, and assumption of risk for my heirs, estate, executor, administrator, assignees, person representatives, and all members of my family.
5. I grant permission to the Idaho Beef Council, including its employees, agents, and contractors, ("IBC") to capture, store, use, or reproduce the image or likeness of me by any photograph, audio, or visual recording technique, including electronic or digital, now in existence or hereafter invented, for purposes of promoting, marketing, documenting, or reporting on **TEAM BEEF IDAHO** activities.

6. I understand that IBC photographs of me may be used by IBC to publicize and report on Team Beef events, and that any such photographs may be used individually or in conjunction with other photographs, and in conjunction with printed matter, in any and all media now or hereafter known, for any purpose related to the mission of **TEAM BEEF IDAHO** or the IBC.

7. I grant the IBC the right to modify and retouch any IBC photographs described herein, if deemed necessary in the sole discretion of the IBC. I understand that there will be no compensation to me for the use of such photographs. I also understand I will not be given the opportunity to inspect or approve finished products, advertising copy, or other printed matter that may be used in connection with such photographs. In granting this permission to the IBC, I am fully and without limitation releasing the State of Idaho and IBC from any liability that may arise from the use of such photographs.

8. This Agreement shall be governed by and construed under the laws of the State of Idaho, and I hereby consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement.

9. If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision of this Agreement.

10. This release and waiver of liability shall be effective upon the date of my signature below and shall remain in effect through June 30, 2021.

I have carefully read this document, fully understand it and by signing it consent to its terms. This is a legal agreement. By signing this agreement, I agree to be bound by the terms set forth herein.

Printed Name of Participant

Signature of Participant

Date

This Agreement, and any related forms, may be subject to public disclosure pursuant to Idaho Code Sections 74-101 through 74-126.

