



## WAIVER - HOLD HARMLESS

Please read this document carefully – this is a legal document that is binding upon you.

In consideration of my, and my minor children (collectively “Minor Child”) if applicable, being allowed to participate in the Dozer Day event (“Event”), the undersigned (“Parent/Legal Guardian”) hereby agree, acknowledge and consent as follows:

1. Participation in Event. Parent/Legal Guardian desires to personally participate and/or allow the Minor Child to participate in the Event, which is to include activities such as driving dozers and other heavy equipment with professional operators and other related activities (“Activities”) which is being hosted by National Utility Contractors Association, NUCA Greater Kansas City Region Chapter, and all Event sponsors (“Released Parties”).
2. Waiver, Release, and Assumption of Risk. Parent/Legal Guardian does hereby release, waive, discharge and covenant not to sue Released Parties, their heirs, successors, assigns, officers, employees, representatives, and agents (collectively considered to be included in the definition of “Released Parties”), and to hold them harmless and indemnify them from damage, cost, and liability, including attorney fees, arising from any and all actions, causes of action, liability, claims and demands whatsoever, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments in law or equity, losses, costs of defense and attorneys’ fees incurred therein, upon or by reason of any claims or damages, personal injury, accidents, illness (including death) and property loss (collectively “Liability”), regardless of the cause of the Liability, relating to the Event and Activities, including but not limited to any claim of negligent supervision, or the actions or inactions of any person whatsoever. I understand and agree that the Released Parties do not owe me any duty of care whatsoever other than ordinary care. Attending and participating in the Event and Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries or death. Parent/Legal Guardian recognizes and understands that attending and participating in the Event and Activities is solely at Parent/Legal Guardian’s own risk, and Parent/Legal Guardian assumes full responsibility for any Liability. Parent/Legal Guardian freely and voluntarily accepts and assumes all risks involved and is solely responsible for any resulting Liability which may occur.
3. Medical Condition. Parent/Legal Guardian represents and warrants to Released Parties that he/she and/or Minor Child has no mental or physical condition that prevents or restricts any of them from attending and participating in the Event and Activities, or that would or could lead to injury or death of any of them or anyone else as a result of their attending and participating in the Event and Activities. It is Parent/Legal Guardian’s sole responsibility and decision to attend and participate and/or to allow the Minor Child to attend and participate in the Event and Activities.

4. Miscellaneous Terms and Conditions. The terms and conditions of this Agreement shall survive the termination of this Agreement or the termination of any relationship of the parties for any reason whatsoever. All questions with respect to the construction or interpretation of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the applicable provisions of the laws of the state of Missouri. All parties specifically waive any and all rights to a trial by jury with regard to this Agreement under any circumstances. This Agreement constitutes the entire agreement between the parties hereto. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions herein set forth and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by all parties hereto.

THE PARENT/LEGAL GUARDIAN ACKNOWLEDGES THAT HE/SHE HAS THOROUGHLY READ THIS WAIVER. RELEASE AND ASSUMPTION OF RISK, AND FULLY UNDERSTAND THAT IT IS A COMPLETE AND FINAL RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, THE PARENT/LEGAL GUARDIAN IS WAIVING ANY RIGHT THE PARENT/LEGAL GUARDIAN, MINOR CHILD, OR THEIR SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST RELEASED PARTIES FOR ANY REASON WHATSOEVER. THE PARENT/LEGAL GUARDIAN ACKNOWLEDGES THAT HE/SHE HAS HAD THE TIME AND OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THIS DOCUMENT AND ITS EFFECTS AND THAT THE PARENT/LEGAL GUARDIAN FULLY READ AND UNDERSTANDS EACH AND EVERY PROVISION CONTAINED HEREIN.

#### IMAGE RELEASE

I (the attendee and /or guardian of the attendee (referred to below as "I" whether for participant or guardian on behalf of the participant)) hereby grant ARROWHEAD STADIUM, the NATIONAL UTILITY CONTRACTORS ASSOCIATION, and NUCA GREATER KANSAS CITY REGION CHAPTER and the irrevocable right to use, free of charge and forever, my name and/or image in any film, videotape, audio tape, photographs, slides, or a combination thereof, for advertising or promotional purposes for any NUCA GREATER KANSAS CITY REGION CHAPTER and/or the NATIONAL UTILITY CONTRACTORS ASSOCIATION and/or ARROWHEAD STADIUM event. I hereby release, discharge, and agree to save harmless ARROWHEAD STADIUM, the NATIONAL UTILITY CONTRACTORS ASSOCIATION, and GREATER KANSAS CITY REGION CHAPTER and/or its directors, managers, sponsors, insurers, underwriters, consultants, and others, from any and all claims, demands, rights, and causes of action of whatever kind that may arise from the use of my name and/or photographic image.

#### COVID-19 TERMS AND CONDITIONS

This event will follow any active CDC, state, and local health guidelines for COVID-19 at the time of the event. By registering for this event, you (the attendee and /or guardian of the attendee (referred to below as "you" whether for participant or guardian on behalf of the participant)) agree to release NUCA GREATER KANSAS CITY REGION CHAPTER from any claim or cause of action, including all liabilities, penalties, losses, damages, costs, or expenses of any kind, arising out of or relating to exposure to COVID-19.

I have read and agree to the terms and conditions outlined in the Dozer Day® waiver.

Signature \_\_\_\_\_