



# Oktoberfest Houston 2014



## PARTICIPATION, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

In consideration of Amor Enterprises LLC's and Houston Sports and Social Club LLC's (collectively, the "Organizers") agreement to allow the individual whose name appears below (the "Participant") to participate in any way in activities related to Oktoberfest Houston, including, but not limited to, the Oktoberfest Olympiad Games 2014 - powered by Houston Sports & Social Club (the "Activity"), Participant and the Organizers agree as follows:

**RULES AND REGULATIONS.** Participant shall become familiar with and abide by all rules and regulations related to the Activity. The Organizers, in their sole discretion, may modify, amend or supplement the rules and regulations. Participant will abide by any modified, amended or supplemented rules and regulations. The Organizers may cancel Participant's participation in the Activity at any time for breach of the rules and regulations, or other behavior the Organizers deem undesirable.

**ALCOHOL.** Participant is not required to consume alcoholic beverages to engage in the Activity. If Participant chooses to consume alcoholic beverages before, during or after the Activity, Participant shall drink responsibly. The Organizers and their sponsors and advertisers do not encourage or condone excessive drinking or intoxication in violation of the law. Participant is solely responsible for knowing and complying with applicable laws, including those related to alcohol consumption in public and driving under the influence or while intoxicated. **PARTICIPANT TAKES FULL AND SOLE RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITIES, LOSSES, OR EXPENSES INCURRED AS A RESULT OF PARTICIPANT'S CONSUMPTION OF ALCOHOL AT ANY POINT BEFORE, DURING, OR AFTER THE ACTIVITY.**

**PHOTOGRAPHY.** All photographs, motion pictures, recordings, and/or likenesses of Participant captured during the Activity (the "Recordings") by the Organizers, their affiliated entities or contractors, and/or the media become the sole property of the Organizers. The Organizers may use and license others to use Participant's name and the Recordings in any manner including, but not limited to, for communication, promotion, advertising, and marketing activities.

**ASSUMPTION OF RISK.** Participant assumes all risks inherent in the nature of the Activity. The specific inherent risks vary from one activity to the other; therefore, those risks that are inherent in any particular sport or the Activity are those that are deemed inherent when (i) the nature of the sport or Activity in question, (ii) the conduct that is generally accepted in that sport or Activity, and (iii) the risks resulting therefrom, are considered from an objective standpoint. **PARTICIPANT TAKES FULL AND SOLE RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITIES, LOSSES, OR EXPENSES INCURRED AS A RESULT OF PARTICIPATING IN THE ACTIVITY.**

**WAIVER OF LIABILITY.** As used herein, the term "Released Parties" includes the Organizers, and their members, directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; all Activity sponsors, organizers, promoters, directors, officials, property owners, and advertisers; and private individuals, private entities, property owners, governmental bodies and/or municipal agencies whose property and/or personnel are used in the Activity. The term "Releasing Parties" includes the Participant as well as the Participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on the Participant's behalf. The term "claims" includes all actions and causes of action, claims, losses, costs, expenses and damages, including legal fees and related expenses. **THE RELEASING PARTIES HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE THE RELEASED PARTIES FROM ANY AND ALL CLAIMS RELATED TO OR ARISING FROM THE ORGANIZERS OR THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS ARISING FROM OR RELATED TO PERSONAL INJURY, ACCIDENTS OR ILLNESSES (INCLUDING DEATH), AND/OR PROPERTY LOSS.**

**INDEMNIFICATION.** **PARTICIPANT SHALL INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM ALL CLAIMS RELATED TO PARTICIPANT'S INVOLVEMENT IN THE ACTIVITY.**

**SEVERABILITY.** The foregoing assumption of risk, waiver, and indemnification provisions are intended to be as broad and inclusive as is permitted by law; if any portion thereof is held invalid, the remainder shall continue in effect.

**ACKNOWLEDGMENT OF UNDERSTANDING.** Participant has read this agreement, understands its terms, and understands that Participant is giving up substantial rights, including Participant's right to sue. Participant is signing this Agreement freely and voluntarily, and intends Participant's signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. Participant is not relying on any representations of the Organizers in entering into this Agreement.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date