

Brightspark Events



WAIVER AND HOLD HARMLESS AGREEMENT

I have freely and voluntarily chosen to participate in activities organized and/or sponsored by National Events ("Brightspark Events"), Outback Bowl, Inc. ("OBI"), in connection with the Outback Bowl. I fully realize and acknowledge that injuries are a possibility of the activities I will participate in or perform as a OBI volunteer, and I recognize that, on rare occasions, these injuries can be so severe as to result in total disability, paralysis or even death. I also understand that, because of the potential danger in such activities, Brightspark Events and OBI is unwilling to allow me to participate in and/or perform any such activities unless I sign this Waiver and Hold Harmless Agreement, waiving any claims I might otherwise have as a result of such activities and holding Brightspark Events or OBI and such other persons and entities harmless as indicated below. Therefore, in consideration of me being allowed to participate in and/or perform any such activities and on behalf of myself, my heirs, next of kin, personal representatives, successors and assigns:

1. I acknowledge and represent that I am in good physical condition, and I have no condition of any sort, which would be aggravated by my participation in activities related to the Outback Bowl, except as disclosed beneath my signature below;
2. I assume all risk, including any risk associated with any special medical needs or conditions that I may have, of the activities I will be participating in or performing as a OBI volunteer;
3. I certify that I have insurance reasonably sufficient to cover me against injury, loss of life and property damage caused to me in connection with my participation in or performance of any activities;
4. I acknowledge and understand that OBI has not obtained worker's compensation insurance to cover any injury, which I might sustain while working as a OBI volunteer;
5. I recognize that participating or assisting others in participating in the Outback Bowl may involve risk of injury to me, including death, loss or damage to me, or my property, or other consequences, which might result not only from my own actions, inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used;
6. I have received a copy of the attached Outback Bowl, Inc. Code of Conduct and I understand that it applies to all persons who are affiliated directly and indirectly with the Outback Bowl as employees or volunteers and I agree to comply with the letter and spirit of the Code of Conduct. Furthermore, I understand that this Code of Conduct is meant for my safety and well-being as well as for the benefit of the Outback Bowl;
7. I acknowledge that there may be other risks of injury, death and/or property damage not known, or not reasonably foreseeable;
8. I am providing my services to OBI voluntarily and without any promise or expectation that I will receive any compensation in the form of money or otherwise.
9. I agree that all expenses relating to or arising out of any such injuries, loss of life or property damage will be my financial responsibility or the financial responsibility of my family, and I, for myself, my heirs, my administrators and executors agree to forever

waive, release, discharge, hold harmless and indemnify Brightspark Events, OBI, Metro Tampa Chamber of Commerce, Inc., all sponsors of the Outback Bowl, the participating conferences, school districts, teachers, schools, teams, coaches, staff and players and each of their respective affiliates and their officers, shareholders, agents, representatives and employees (the "Indemnified Parties") against any and all liabilities, obligations, damages, losses, claims, demands, recoveries, settlements, deficiencies, costs or expenses (including reasonable attorneys' fees) with respect to any injuries, regardless of severity or loss of life, property damage or economic loss relating to or arising out of my volunteering for, or associated with, OBI and/or the activities, **EXPRESSLY INCLUDING, BUT NOT LIMITED TO ANY INJURY, HARM, DEATH, OR OTHER DAMAGE ARISING OUT OF OR RELATED IN ANY WAY TO ANY ACTIVE OR PASSIVE NEGLIGENCE OF THE INDEMNIFIED PARTIES OR ANY OTHER PERSON OR ENTITY, OR AS MAY OTHERWISE ARISE IN CONNECTION WITH THE ACTIVITIES.**

10. I expressly grant permission to Brightspark Events, OBI, Metro Tampa Chamber of Commerce, Inc., all sponsors of the Outback Bowl, the participating conferences, schools, teams, coaches, staff and players, their respective successors, assigns, and designees to use any aural or visual depiction of my name, image, likeness, or any combination thereof which results from my involvement in or performance of the activities contemplated under this Waiver and Hold Harmless Agreement for any purpose whatsoever without any compensation of any type to me, my successors, or assigns.

11. Brightspark Events or OBI may terminate my services at any time.

12. I meet the minimum age requirement of 18 years old or have a parent or guardians signed approval accompanying my signature.

I HAVE READ THIS WAIVER AND HOLD HARMLESS AGREEMENT CAREFULLY AND UNDERSTAND ITS CONTENTS.

Signature

Name (Please Print)

Date

Parent or legal Guardian Signature

Parent or Legal Guardian Name - Please Print

Date

Further response to Item 1 above:

Bubba Gump Menu Selections

Due by NOVEMBER 25th

STUDENT/ADULT NAME _____

Please make selections from the list below. Write the number in next the selections, total the bottom and fax or email from back to: 801-495-9128 (fax) or stephanie@brightsparkevents.com

_____ Fried Shrimp

_____ Fish & Chips

_____ Cheeseburger

_____ Chicken Caesar Salad

_____ Chicken Scampi

_____ Hamburger

_____ Veggie Pasta

_____ Total

Special Needs: _____

All entrées are served with French Fries (except the Chicken Caesar Salad & chicken Scampi), a beverage and dessert. Your meal will be pre-paid and includes gratuity. Please feel free to call if you have any questions, 800-333-4700 x 3665. Thank you for getting this information back in a timely manner.