

St. Louis Public Radio

90.7 KWMU | 90.3 WQUB | 88.5 & 96.3 KMST

MetroQuest – Only in St. Louis

September 21, 2019

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

WARNING: BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY.

ALL PARTICIPANTS MUST BE 21 OR OLDER!

NAME OF PARTICIPANT: _____ BIRTH DATE: _____

ADDRESS OF PARTICIPANT: _____ PHONE #: _____

LICENSE #: _____ EMERGENCY CONTACT: _____

RELATIONSHIP: _____ TELEPHONE #: _____

DISCLAIMER CLAUSE: Friends of KWMU, Inc. (“FOKI”), St. Louis Public Radio (“STLPR”), University of Missouri-St. Louis (“UMSL”), and all sponsors of the “MetroQuest” event, including without limitation, any sponsor named after the date of this Release, and their respective officers, curators, directors, employees, volunteers, members and representatives (hereafter collectively referred to as the “Indemnified Parties”) are not responsible for any injury, loss or damage of any kind sustained by any person while participating in the F O K I - s p o n s o r e d “MetroQuest” scavenger hunt, pub crawl and trivia event to be held on September 21, 2019 and all related activities (collectively, “MetroQuest”), including personal injury and loss of or damage to real or personal property which might be caused in whole or in part by the negligence and/or fault of the Indemnified Parties (excluding gross negligence and intentional torts).

RISKS: In consideration of my participation in **MetroQuest**, I acknowledge that I am aware of the possible **RISKS**, **DANGERS** and **HAZARDS** associated with my participation in **MetroQuest**, (including the possible risk of severe or fatal injury to myself or others). These RISKS include but are not limited to the following:

- a) the risks associated with travel to and from location(s) to be visited during **MetroQuest**, including transportation provided by commercial, private and/or public motor vehicles;
- b) intoxication and/or alcohol poisoning from the alcohol I consume whether voluntarily or through coercion;
- c) the possibility of bodily injury (broken bones and soft tissue damage) including dental damages from falling down, injuries incurred while getting on or off (in or out of) the mode of transportation being used for the event, being knocked down or being involved in a physical confrontation whether caused by myself or someone else;
- d) the risks associated with returning to my residence.

ASSUMPTION OF RISKS, INDEMNIFICATION AND RELEASE OF LIABILITY: In return for FOKI allowing me to voluntarily participate in **MetroQuest** and related activities, I agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my participating in **MetroQuest**, even though such risks may have been caused in whole or in part by the negligence and/or fault of the Indemnified Parties (excluding gross negligence and intentional torts);

2. TO RELEASE AND FOREVER DISCHARGE THE INDEMNIFIED PARTIES AND BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I might sustain while participating in **MetroQuest**, even though such injury, loss or damage may have been caused in whole or in part by the negligence and/or fault of the Indemnified Parties (excluding gross negligence and intentional torts);

3. TO HOLD HARMLESS AND INDEMNIFY THE INDEMNIFIED PARTIES:

a) from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in **MetroQuest** and all related activities; and

b) from any and all claims, demands, liability, actions and costs (including attorney's fees) which might arise out of my participating in **MetroQuest**, even though such claims, demands, actions and costs may have been caused in whole or in part by the negligence and/or fault of the Indemnified Parties (excluding gross negligence and intentional torts).

4. Publicity - That all photographs, video tapes, audio tapes and/or digital recordings of any kind, taken or recorded of me by or on behalf of the Indemnified Parties in connection with my attendance at, preparation for or participation in **MetroQuest**, or in connection with any publicity and/or promotional appearances relating thereto, shall be the exclusive property of the Indemnified Parties and may be published, reproduced, exhibited, broadcast, televised, copyrighted, sold, assigned and/or used in any manner whatsoever without consent from, or payment, to me. I hereby FOREVER RELEASE AND DISCHARGE the Indemnified Parties from any claims, actions, damages, or demands whatsoever by reason of any such use.

5. Protection of Privacy - The personal information requested on this form will only be used for the purpose of implementing this waiver and will not be shared with any other entity. Direct any questions about this form to: events@stlpublicradio.org or 314-516-5425.

6. Enforceability - That this release is intended to be as broad and inclusive as permitted by law, and that if any term or provision of this release shall to any extent be held invalid or unenforceable, the remaining terms of the release shall not be affected thereby, but shall be valid and enforceable to the fullest extent permitted by law. The invalid provision shall automatically be replaced by a substitute provision which is valid and as nearly as possible maintains the same economic purposes and intention of the valid provision. This Release shall be interpreted in accordance with the laws of the State of Missouri. I agree that any dispute regarding the enforceability of this release shall be filed in the courts of the State of Missouri, and shall not be transferred to any other state.

ACKNOWLEDGEMENT: I acknowledge that I have read this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives, in the event of my death or incapacity.

Signed this _____ day of _____, 20____

Signature of Participant (must be 21 or over)

Printed Name of Participant