

## RELEASE AND WAIVER OF RIGHTS AGREEMENT

I desire to participate in the Pirate Roll on Grand Isle (the Event). The proceeds of this Event will benefit the Coalition to Restore Coastal Louisiana (CRCL). I understand that CRCL is only a beneficiary of the Event and does not vend or provide any food, alcohol, transportation, or other services or items.

I hereby freely and voluntarily execute this Release and Waiver of Rights (Release) and agree to the following terms:

**Assumption of Risk.** I understand that I am engaging in the Event at my own risk. I assume all known and unknown risk and responsibility for any injury, harm, or loss which I may sustain in connection with my participation in the Event. I hereby represent and agree that:

(1) I understand there are a variety of foreseen and unforeseen dangers, safety hazards and risks inherent in participation, which include but are not limited to loss of life, personal injury, and loss or damage to personal belongings; collision with other vehicles or stationary objects; infection or contagion; adverse effects from food or beverage consumption, including allergic reaction, food-borne illnesses, or choking; and effects of weather, including high heat, precipitation, and lightening. .

(2) I understand these injuries or outcomes may arise from my own or others' negligence, conditions related to travel by golf cart/UTV or otherwise to and from the Event and during the Event, or from conditions at or between the locations of the Event.

(3) I am at least 21 years old and in good health. I do not suffer any physical or mental condition that would create an unreasonable and/or foreseeable risk of harm to myself or others participating in the Event.

(4) I acknowledge that I am responsible for my acts and omissions during the Event. I understand that if I choose to consume alcoholic beverages during the Event, it is my responsibility to ensure I do so in a responsible manner. I agree not to drive during or after the Event after consuming alcoholic beverages.

(5) I acknowledge that CRCL is not responsible for guaranteeing appropriate behavior by other participants of the Event, and I accept all known and unknown risks associated with inappropriate or negligent behavior exhibited by other participants at the Event. I assume all risks from contact with other participants.

I hereby absolve and hold harmless the Released Parties (as defined below) from any damage I may sustain because of any breach of these representations.

**Release and Waiver.** I hereby fully release and discharge CRCL, persons partnering with CRCL in connection with the Event, persons donating to CRCL with respect to the Event, and the officers, members, directors, agents, employees, representatives, interns, volunteers, sponsors, and contractors of CRCL and such persons (collectively, the "Released Parties") from, and expressly waive, any and all liability, claims, and demands of any kind or nature, whether known or unknown, in any way arising out of or related to the Event, to the maximum extent permitted by law. I agree not to make or bring any such claim or demand against the Released Parties. I UNDERSTAND THAT THIS RELEASE DISCHARGES CRCL AND OTHER RELEASED PARTIES FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THEM WITH RESPECT TO ANY PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE OR LOSS THAT MAY ARISE FROM THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF CRCL AND OTHER RELEASED PARTIES OR OTHERWISE.

**Indemnification.** I agree to indemnify, defend, and hold harmless CRCL and the Released Parties from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that they may incur or sustain and that in any way arise out of or relate to my participation in the Event or breach of this Release.

**Photographic Release.** I understand and agree that during the Activity, I may be photographed and/or videotaped by CRCL and its partners for internal and/or promotional use. I hereby grant and convey to CRCL or its partner, as applicable, all right, title, and interest, including but not limited to, any royalties or other benefits, in any and all such photographs or recordings, and consent to use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

**Privacy Policy.** CRCL will collect and use your data in accordance with our Privacy Policy. Email addresses and phone numbers will not be sold/shared outside of CRCL. Please direct any questions about our Privacy Policy and collection of your data to [kellym@crcl.org](mailto:kellym@crcl.org) or read more at <https://www.crcl.org/privacy-policy>.

**Miscellaneous.** I hereby agree that this Release represents the full understanding between CRCL and me and supersedes all other prior agreements and understandings between us, both written and oral, with respect to the subject matter of this Release. If any term or provision of this Release is held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of CRCL, the Released Parties, and me and our respective heirs, executors, administrators, successors, and assigns. Section headings are for convenience of reference only and do not affect any of the terms of this Release.

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE CRCL.**

**Electronic Signature Authorization.** I agree that by registering for this Event, I am electronically signing and otherwise agreeing to this legally binding document. I understand that I will receive a version of this Release after it is signed with my reservation confirmation at the email address I have provided. In order to print and retain a hard copy of this Release, I understand that I will also need a printer connected to my computer. I understand that if I wish to sign a hard copy of this Release instead of an electronic version, I must contact [donations@crcl.org](mailto:donations@crcl.org) directly.

***By registering for the Pirate Roll Adventure, you agree to the terms of, and make the representations within, the legal agreement above. If you do not agree with the terms of this agreement, do not register.***