

RELEASE & WAIVER OF LIABILITY

For and in consideration of being permitted to participate in, volunteer for, and/or watch any and all activities and events, including but not limited to the **CASA Challenge** (“Event”), being held on the premises of Subaru of Indiana Automotive, Inc., (“SIA”), the sufficiency of such consideration being hereby acknowledged, Participant, Volunteer, and/or Spectator, as hereafter signified, and for his/her personal representatives, assigns, heirs, and next of kin, hereby freely, voluntarily, and without duress execute this Release under the following terms:

RELEASE & WAIVER: Participant, Volunteer, and/or Spectator does hereby release and forever discharge and hold harmless SIA and its parent and affiliated companies (including but not limited to Subaru Corporation, Subaru of America, Inc. and Subaru Forwarding, Inc.), subsidiaries, Event volunteers, Event sponsors (including but not limited to CASA and CASA for Kids Fund, Inc.), employees, instructors, agents, associates, officers, directors, successors and assigns (collectively referred to herein as “SIA”) from any and all liability, loss, claims, costs, attorneys’ fees, expenses, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant, Volunteer, and/or Spectator’s participation in the Event with SIA. Participant, Volunteer, and/or Spectator understands that this Release discharges SIA from any liability or claim that the Participant, Volunteer, and/or Spectator may have against SIA with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Event with SIA, whether caused by the negligence of SIA or its affiliates, directors, officers, sponsors, employees, agents, or otherwise. Participant, Volunteer, and/or Spectator also understands that SIA does not assume any responsibility for or obligation to provide financial or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

INDEMNITY AGREEMENT: Participant, Volunteer, and/or Spectator hereby agrees to defend, indemnify and hold harmless SIA from loss, liability damage, or cost they may incur due to his or her presence at the Event, whether caused by the negligence of SIA or otherwise.

ASSUMPTION OF RISK: The Participant, Volunteer, and/or Spectator understands that use of SIA’s premises and participation in the Event, involves risks and dangers of serious bodily injury, including permanent disability, paralysis, death, and property damage (“Risks”), which Risks may be caused by Participant, Volunteer, and/or Spectator’s own actions or inactions, the actions or inactions of other participants, volunteers, or spectators at the Event, the conditions in which the Event takes place, or the negligence of SIA. There may be other Risks and social and economic losses either not known to Participant or not reasonably foreseeable and Participant fully accepts and assumes such Risks and all responsibility for losses, costs, and damages Participant incurs as a result of participation in the Event.

MEDICAL TREATMENT: Participant, Volunteer, and/or Spectator does hereby release and forever discharge SIA from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Event with SIA.

INSURANCE: The Participant understands that, except as otherwise agreed to by SIA in writing, SIA does not carry or maintain health, medical, or disability insurance coverage for any Participant.

EACH PARTICIPANT IS EXPECTED AND ENCOURAGED TO OBTAIN HIS/HER OWN MEDICAL, HEALTH OR DISABILITY INSURANCE COVERAGE.

PHOTOGRAPHIC RELEASE: Participant, Volunteer, and/or Spectator does hereby grant and convey unto SIA all right, title, and interest in any and all photographic images and video or audio recordings made by SIA during the Event at SIA, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

I understand that the following items are absolutely not permitted at the Event: alcohol, tobacco products, illegal drugs, and firearms.

OTHER: Participant, Volunteer, and/or Spectator expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Indiana. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE PROVISIONS CONTAINED IN THIS RELEASE AND WAIVER OF LIABILITY, AND THAT I HAVE FREELY AND VOLUNTARILY CHOSEN TO AGREE TO THE SAME. I FULLY UNDERSTAND THAT THIS IS A FULL AND COMPLETE CONSENT AND RELEASE OF ANY AND ALL CLAIMS AND THAT NO ADDITIONAL CONSIDERATION WILL BE PAID TO ME BY ANY PARTY HEREBY RELEASED.

DATE: _____

PRINTED NAME OF PARTICIPANT: _____

PRINTED NAME OF CUSTODIAL PARENT/
LEGAL GUARDIAN

(if Participant is under 18 years of age): _____

PARTICIPANT'S SIGNATURE or
CUSTODIAL PARENT/
LEGAL GUARDIAN'S SIGNATURE
(if Participant is under 18 years of age): _____

ADDRESS: _____

PHONE: _____

SIA Associate: Yes No