



## **Qi Gong Energy Institute, LLC**

### **RELEASE AND WAIVER OF LIABILITY, VIDEO & PICTURE, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")**

IN CONSIDERATION of participating in any way in any event conducted by QGEI ("Activity") at any time during the current calendar year I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that:

(a) DURING THIS ACTIVITY, THE RISKS AND DANGERS OF BODILY INJURY ("Risks") may be caused by my own actions or inactions, the actions or inactions of others participating in

the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW;

(b) there may be OTHER RISKS or SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH

RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the sanctioning organization(s), their administrators, directors, agents, officers, members, volunteers, and employees, other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of Premises on which the Activity is conducted, (each of the forgoing shall be considered one of the RELEASEES herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

**VIDEO & PICTURE RELEASE AND WAIVER**

I hereby give my full permission for the use of my name, picture, image, likeness, actions, voice, video footage that I am featured in, and other personally identifiable information, in whole or in part, individually or in conjunction with other images or videos, produced, shown or distributed by QGEI. I waive all rights of privacy or compensation, which I may have in connection with such use of my name, picture, image, likeness, actions, voice, video footage I am featured in, and other personally identifiable information, .I grant QGEI and its directors, members, officials, volunteers and employees, representatives, agents, licensees, successors, and assignees the irrevocable and unrestricted right to use my name, picture, image, likeness, actions, voice and other personally identifiable information associated with such video submission in all formats, media and in all manners, including composite or altered representations, for advertising, trade or any other lawful purposes. I waive any right to inspect or approve the finished version(s), including written copy that may be created in connection with the video production, editing and promotion therewith.

I ACKNOWLEDGE THAT I AM OVER THE AGE OF 18 YEARS\*, HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT

PRINTED NAME OF

PARTICIPANT:\_\_\_\_\_PARTICIPANT'S SIGNATURE:

\_\_\_\_\_

ADDRESS:\_\_\_\_\_

\_\_\_\_\_

PHONE \_\_\_\_\_ DATE: \_\_\_\_\_

**\* Under 18 Parent/Guardian Signature:** \_\_\_\_\_