



RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

READ CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT.

In consideration of my/our self and/or my/our minor participant being permitted to participate in any way in any program or event conducted by or at the premises of Cassel's Awards & Engraving, Inc., T/A Cassel's Sports & Awards (hereinafter Cassel's) at 14000 Park Center Road, Herndon, Virginia 20171, or at any other location at which Cassel's is conducting business or a program or event of any kind or nature, I/we, individually in my/our own right, and as the parent(s) and/or legal guardian(s) of the minor participant named below agree as follows:

1. Participant is not required to participate but does so despite the possible risks and dangers and despite this Release and Waiver of Liability and Indemnity Agreement. I/We individually and on behalf of our minor participant represent and guarantee that participant is physically and emotionally able to participate.
2. I/We shall instruct the minor participant that prior to participating in any program or event, he/she shall inspect the premises, facilities and equipment to be used, and if he/she is of the opinion that any premises, facilities or equipment is unsafe the minor participant shall immediately advise those persons in charge of the premises, facilities or equipment, and those persons conducting or in charge of the program or event of such condition and refuse to participate unless and until the minor participant is certain that the premises, facilities or equipment is safe. I/We agree that if at any time I/we am/are of the opinion that any unsafe condition exists I/we and the minor participant will take every precaution to avoid the unsafe condition, refuse to participate further and/or allow the minor participant to participate further, unless and until I am certain that the unsafe condition has been remedied.
3. I/We, individually in my/our own right, and as the parent(s) and/or legal guardian(s) of the minor participant named below fully understand and acknowledge that:
 - (a) There are risks and dangers associated with participation in events, programs and activities which could result in serious bodily injury, partial or total disability, paralysis, or death.
 - (b) The social and economic losses and damages which could result from these risks and dangers described above could be severe.
 - (c) These risks and dangers may be caused by the action, inaction, mistake, or negligence of the participant, or the action, inaction, improperly conducted rescue or first aid attempts, mistake, failure to supervise, or negligence of others, including but not limited to Cassel's.
 - (d) There may be other risks not known or not reasonably foreseeable at this time.

4. I/We, individually in my/our own right, and as the parent(s) and/or legal guardian(s) of the minor participant named below accept and assume such risks, and responsibility for all losses and/or damages resulting from injury, disability, paralysis or death, however caused and whether caused in whole or in part by the action, inaction, improperly conducted rescue or first aid attempts, mistake, failure to supervise, or negligence of Cassel's.

5. I/WE IN MY/OUR OWN RIGHT AND ON BEHALF OF THE MINOR PARTICIPANT HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE CASSEL'S, ITS OWNERS, MANAGERS, EMPLOYEES, STOCKHOLDERS, MEMBERS OF THE BOARD OF DIRECTORS, PROMOTERS OF PROGRAMS AND EVENTS, LESSEES OF PREMISES USED TO CONDUCT PROGRAMS OR EVENTS, PREMISES AND EVENT INSPECTORS, UNDERWRITERS OF PROGRAMS OR EVENTS, CONSULTANTS AND OTHERS WHO GIVE RECOMMENDATIONS, DIRECTIONS, OR INSTRUCTIONS, FROM ALL LIABILITY TO ME/US IN OUR OWN RIGHT AND ON BEHALF OF THE MINOR PARTICIPANT AND ALL OUR PERSONAL REPRESENTATIVES, EXECUTORS, HEIRS, NEXT OF KIN AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO EVERY EVENT, PROGRAM AND ACTIVITY CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF CASSEL'S OR OTHERWISE.

6. I/We, individually in my/our own right, and as the parent(s) and/or legal guardian(s) of the minor participant named below further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Virginia and if any portion is determined by a court of competent jurisdiction to be void or unenforceable the remainder shall nevertheless continue in full legal force and effect.

7. I/We, individually in my/our own right, and as the parent(s) and/or legal guardian(s) of the minor participant named below execute this Release and Waiver of Liability and Indemnity Agreement. If despite having signed this release I/We, the minor participant, or any other person claiming a right through him/her makes a claim or files suit against any of the persons or entities set forth in Paragraph 5 above, I/we shall hold harmless and indemnify those persons or entities to the full extent of their or its loss, including but not limited to the amount of any judgment or settlement, actual attorney's fees, expert witness fees, and all other costs associated with the matter or matters.

I/WE, INDIVIDUALLY IN MY/OUR OWN RIGHT AND ON BEHALF OF THE MINOR PARTICIPANT NAMED BELOW HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AGREE TO ALL ITS TERMS AND CONDITIONS AND VOLUNTARILY AGREE TO BE LEGALLY BOUND BY IT, UNDERSTAND THAT I/WE AND THE MINOR PARTICIPANT NAMED BELOW ARE GIVING UP SUBSTANTIAL RIGHTS BY I/WE SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME/US OR THE MINOR PARTICIPANT NAMED BELOW AND INTEND MY/OUR SIGNATURE(S) TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT TO THE GREATEST EXTENT ALLOWED BY LAW.

Parent/Guardian/Participant Signature: _____ Date: _____

Parent/Guardian/Participant Printed Name: _____

Minor Participant's Printed Name: _____ Minor Participant's Age: _____