

QUIDDITCH LIABILITY WAIVER



This Quidditch Liability Waiver is by and between _____,
an individual residing in the state of _____ (the “Individual”), and
Narrate Conferences, Inc., a Colorado non-profit corporation (“Narrate”).

In consideration for the opportunity to participate in the Quidditch sporting event at Phoenix Rising, a *Harry Potter* conference (“Quidditch”), the sufficiency of which is hereby acknowledged, the Individual hereby covenants and agrees as follows:

1. Individual understands and acknowledges that Quidditch is a sport and contains a significant risk of substantial injury and illness, including without limitation, death, permanent disability and social and economic losses (individually and collectively, the “Harm”). Individual acknowledges and understands that a Harm may be caused by any risk, action or inaction related to or arising from Quidditch, including without limitation (i) Individual’s actions or inactions, (ii) the actions or inactions of other persons, including Narrate representatives or volunteers, (iii) the equipment used, (iv) the premises or the conditions thereof, (v) the weather, (vi) risks that are at this time unknown to either Individual or Narrate, or (vii) risks that are at this time unforeseen (individually, a “Risk”, and collectively, the “Risks”).

2. Individual acknowledges and understands that Individual will be afforded the opportunity to examine the premises and equipment used during Quidditch before the event begins, and that Individual has the obligation to conduct such an examination and report any deficiency Individual finds in the premises or equipment to a Narrate Quidditch manager immediately.

3. Individual hereby assumes all of the Risks and accepts personal responsibility for any Harm related to or arising from Quidditch.

4. Individual, and Individual’s heirs, personal representatives and assigns (collectively, the “Releasing Parties”), hereby fully and

forever release and discharge, and hereby covenant not to sue, Narrate, its officers, directors, representatives, agents, volunteers, successors and assigns, sponsors, advertisers and vendors (collectively, the “Released Parties”), of and from any and all liability, causes of action, claims, demands, costs and expenses, including attorneys’ fees, of every kind and nature whatsoever, in law or in equity, whether now known or unknown, that the Releasing Parties, or any of them, or any person acting under any of them, may now have, or claim at any future time to have, arising from or relating to Quidditch, without regard to actual knowledge of such acts or omissions. The Releasing Parties hereby agree that this release is intended to be interpreted in the broadest possible manner in favor of the Released Parties, to include all actual or potential claims that the Releasing Parties may have against the Released Parties that arise from or are in any way related to Quidditch.

5. Individual, agrees to indemnify, defend and hold Narrate harmless from any and all damages, losses, costs, expenses (including, without limitation, reasonable attorneys’ fees), deficiencies, third-party lawsuits or other proceedings resulting from, arising out of or relating to Individual’s participation in Quidditch.

4. In the event that Individual sustains a Harm, Individual hereby authorizes any emergency medical treatment deemed necessary by a licensed medical professional. Individual also authorizes an attending licensed medical professional to execute any forms, or take any actions, necessary to facilitate emergency medical treatment on Individual’s behalf if Individual is unavailable to do so.

INDIVIDUAL HAS READ THIS QUIDDITCH LIABILITY WAIVER CAREFULLY AND UNDERSTANDS AND ACKNOWLEDGES THAT INDIVIDUAL IS WAIVING SUBSTANTIAL RIGHTS AND REMEDIES BY SIGNING IT AND DOES SO VOLUNTARILY.

Signature

Date

Printed Name