



**2023 JEMS Games**  
**PARTICIPATION AGREEMENT & RELEASE OF LIABILITY**

**Each participant must complete this form prior to the 2023 JEMS Games. By signing this document, you are giving up legal rights, including the right to sue. Please read carefully.**

In consideration of being permitted to attend and participate in the 2023 JEMS Games to be conducted at the Indiana Convention Center (the "Institution"), and for other good and valuable considerations the receipt and adequacy of which is hereby acknowledged, I, **(please print name)**

\_\_\_\_\_, on my own behalf as well as on behalf of my heirs, personal representatives and assigns, hereby agree as follows:

1. I hereby RELEASE and DISCHARGE Clarion Events, Inc., the Speakers, the Institution, and any other third party providing services related to the JEMS Games, and each of their respective affiliates, parents, subsidiaries, divisions, related companies, shareholders, officers, directors, faculty, employers, insurers, representatives, agents and employees (hereinafter collectively referred to as "Released Parties") from any and all liability, losses, damages for personal injury or property damage, economic loss, judgments, claims, demands or causes of action in law or in equity of any kind ("Losses") that I may hereafter have for any reason whatsoever arising out of my participation in the JEMS Games, including, but not limited to, Losses which may be CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES.

2. I further agree that I WILL NOT SUE OR MAKE CLAIM against the Released Parties for Losses sustained as a result of my participation in the JEMS Games, or any other claims related to the JEMS Games. I also agree TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES from all LOSSES, judgments and costs, including attorneys' fees, incurred in connection with any action which may be brought by anyone as a result of my participation in the JEMS Games. I further agree that I will not allow any other person to participate in the JEMS Games as my guest or invitee or substitute for me.

3. I understand and acknowledge that the JEMS Games involves inherent risks and dangers and I EXPRESSLY AND VOLUNTARILY SOLELY ASSUME ALL SUCH RISK OR PERSONAL INJURY THAT MAY BE SUSTAINED WHILE PARTICIPATING IN THE JEMS GAMES WHETHER OR NOT CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. I understand and affirm that my participation in the JEMS Games is purely voluntary and is not done at the insistence or request of the Released Parties.

4. I hereby expressly acknowledge that this Agreement and Release of Liability is a contract pursuant to which I have released any and all claims and Losses against the Released Parties which may result from my participation in the JEMS Games INCLUDING ANY CLAIMS CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES.

5. The undersigned hereby expressly agrees that this Agreement and Release of Liability is intended to be and is as broad and inclusive as permitted by the laws of the State of Delaware and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. I hereby warrant and represent that I am at least 21 years of age.

7. Any legal action to resolve any dispute related to the 2023 JEMS or this agreement shall be brought to the state or federal courts located in New Castle, Delaware, and participant consents to venue and jurisdiction in said courts. Any such action shall be governed by the laws of the State of Delaware without regard to choice of laws rules and the prevailing party shall be entitled to an award of litigation expenses and reasonable attorney fees, in addition to any other remedy obtained.

I HAVE READ THIS AGREEMENT AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL.

**SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PLEASE PRINT NAME:** \_\_\_\_\_

**MEDICAL WAIVER**

I hereby give my consent, in the event of injury or illness, for emergency medical treatment, hospitalization or other medical treatment as may be necessary for my own welfare, by a physician, qualified nurse and/or hospital or other health care facility while I am participating in the JEMS Games. Further, I hereby release and discharge the Released Parties, its/ their officers, directors, agents, employees, successors, assigns and heirs, from any and all liability arising out of such medical treatment.

**Participant's Name:** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_

**Participant's Cell:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Emergency Contact Name & Phone:** \_\_\_\_\_

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