



## EVENT REGISTRATION & WAIVER AGREEMENT

In order to compete or participate in the **Tree Climbing Competition** (the “Event”), you are required to read and then sign this Waiver, and, if the Event is a competition, attend all pre-competition safety briefings and strictly follow the instructions of the Charlotte Arborists Association, Inc., a North Carolina non-profit corporation (the “CAA”), and the judges at the Event. If you do **NOT** agree to comply with these requirements, please do NOT sign and return this Waiver to the CAA. Further, failure to attend all pre-competition safety briefings or to follow the instructions of the CAA or the judges will disqualify you from participating in the Event.

### **REGISTRATION AGREEMENT AND LIABILITY WAIVER** (this “**Agreement and Waiver**”):

In consideration of the CAA giving you the opportunity to participate in the Event, and for other good and valuable consideration, which you acknowledge is sufficient to make this Agreement and Waiver binding on and against you, the CAA and you agree as follows:

1. **Waiver.** YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS HAZARDOUS, AND THAT YOU SHOULD NOT PARTICIPATE UNLESS YOU ARE MEDICALLY ABLE, PROPERLY TRAINED AND YOUR GEAR AND EQUIPMENT ARE IN GOOD CONDITION AND REPAIR. YOU UNDERSTAND THAT (A) YOU ARE RESPONSIBLE FOR PROVIDING, AND FOR THE CONDITION AND REPAIR OF, YOUR OWN GEAR AND EQUIPMENT, (B) THE EVENT MAY BE HELD AT A PUBLIC FACILITY, AND (C) HAZARDS ARE TO BE EXPECTED IN CONNECTION WITH THE EVENT. PARTICIPATION IN THE EVENT CARRIES WITH IT CERTAIN INHERENT RISKS THAT MAY RESULT IN INJURIES, RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES, INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED THE OPPORTUNITY TO PARTICIPATE IN THE EVENT, YOU AND YOUR HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS DO HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE CAA, ITS MEMBERS, OFFICERS AND DIRECTORS AND ALL JUDGES AT THE EVENT FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM YOUR PARTICIPATION IN THE EVENT.

2. **Indemnification.** You agree to indemnify and hold the CAA harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys’ fees, made by any third party due to or arising from or relating to your participation in the Event.

3. **Applicable Law, Consent to Jurisdiction.** By completing and signing this Agreement and Waiver, you agree that the laws of the State of North Carolina, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration and this Agreement and Waiver. You agree that exclusive jurisdiction for any dispute with or claim against CAA, or its officers, directors or agents, resides in the courts sitting in

Mecklenburg County, North Carolina; and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of North Carolina in connection with any such dispute.

BY SIGNING BELOW, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

THIS AGREEMENT AND WAIVER WILL BE BINDING ON THE CAA ONLY UPON THE CAA'S RECEIPT OF THE ORIGINAL AGREEMENT AND WAIVER BEARING YOUR SIGNATURE AND (IF APPLICABLE) PAYMENT IN FULL OF ANY FEE REQUIRED TO PARTICIPATE IN THE EVENT.

Signature: \_\_\_\_\_

EMERGENCY CONTACT:

Printed Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Relation: \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_