

Accident Waiver and Release of Liability

I, the undersigned, in consideration of my participation in [**Carpenters Combine Event**] (“Activity”), which is scheduled to occur on [**August 19, 2023**] acknowledge that this Activity presents a test of a person's physical and mental limits and carries with it the potential for property loss or serious injury, including death. The risks include, but are not limited to, those caused by the following which include but are not limited to [**using hands to grasp, move, or assemble objects, using core and lower back muscles to support the body for long periods of time; using muscles to lift, push, pull or carry heavy objects; bending, stretching, twisting or reaching out; understanding the speech of another person; nailing and screwing materials; sustained physical endurance; lifting heavy tools and materials while standing, climbing or bending; and the ability to lift materials weighing approximately 60 pounds**]. These risks are inherent for participants such as myself.

I hereby assume all of the risks of my participating this Activity. I realize liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. I acknowledge this form will be used by the Activity holder and any Releasees, as that term is defined below, sponsors, and organizers in events in which I may participate and that it will govern my actions and responsibilities at said activity. I also acknowledge that this form applies to me and all the participants listed below.

In consideration of permitting me to participate in this activity, I take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

A) Waive, release and discharge from any and all liability for death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me participating in this activity, the organizer and the following entities or persons: the Southwest Mountain States Carpenters Training Fund, and each of its sponsors, affiliates, agents, directors, officers, employees, attorneys, successors, and assigns (all of which include but are not limited to the Southwest Mountain States Regional Council of Carpenters (“Council”) and its affiliated unions, and the United Brotherhood of Carpenters and Joiners of America (the International entity to the Council) (“UBC”), and, to the extent not already covered, the UBC's affiliated local unions and regional councils and any of the just-mentioned entities' signatory employers), any other employee benefit plan or any entity receiving contributions from the same collective bargaining agreement(s) the Fund receives contributions from, the administrator of those plans (including but not limited to the Carpenters Southwest Administrative Corporation), and, to the extent not already covered, any agent, director, officer, trustee, administrator, employee, attorney, successor or assign of any of the foregoing entities (hereinafter all such entities and individuals collectively “Releasees”).

B) Indemnify and hold harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of my or any actions during this Activity.

This release extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future. I EXPRESSLY WAIVE ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

I understand that I may be photographed at this activity. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by any of the Releasees and other sponsors, organizers and/or assigns.

The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under the laws of the State of California. I hereby certify that I have read this document and I understand its contents.