

## Release for Participation in the Hardcore Splitter Event

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In exchange for participation in Hardcore Splitter Log Splitting Contest (the "Activity"), organized by Hardcore Hammers, Atlas 46, the sponsors, Imagine Hillsboro, the city of Hillsboro, Illinois and the volunteers ("Releasee"), I hereby agree as follows:

1. I and anyone claiming on my behalf release and forever discharge Releasee and its affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from causes of action of any nature and kind, known or unknown, which I may have against Releasee or any Released Parties arising out of or relating to any injury, loss or damage to person and property that may be sustained as a result of participation in the Activity ("Claims").
2. I understand that participation in the Activity involves inherent risks, including risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis and/or death, and I assume all related risks and voluntarily participate in the Activity.
3. I agree to indemnify Releasee against any and all claims, actions, lawsuits, damages and judgments, including attorney's fees, arising out of or relating to my participation in the Activity.
4. This Release for Participation in Event or Activity ("Release") shall not be in any way construed as an admission by the Releasee that it has acted wrongfully with respect to me or any other person, that it admits liability or responsibility at any time for any purpose, or that I have any rights whatsoever against the Releasee.
5. This Release shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. I have the authority to release the Claims and have not assigned or transferred any Claims to any other party. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of Illinois.
6. I have carefully read and fully understand all the provisions of this Release and am freely, knowingly and voluntarily entering into this Release.

### SIGNATURES

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Participant

## PHOTO RELEASE FORM

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I, \_\_\_\_\_  
hereby agree and consent as follows.

A. I consent and authorize Hardcore Hammers, Atlas 46, Imagine Hillsboro & the city of Hillsboro, Illinois to use my likeness in any photograph, video or other digital media ("Photos") taken or to be taken on December 7, 2019 during the Hardcore Splitter Log Splitting Contest, in any and all of its publications, including print or web-based publications.

B. I irrevocably authorize Hardcore Hammers & Atlas 46 to copy, edit, enhance, crop, or otherwise alter any Photo for use in their publications. I also waive any rights for approval or inspection of any Photos.

C. I understand and agree that all Photos are the property of Atlas 46, and will not be returned to me.

D. I acknowledge that I am not entitled to any compensation or royalties with respect to the use of the Photos.

E. I agree to release and forever discharge Atlas 46 and its affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them, in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature or kind, known or unknown, which I, and anyone claiming on behalf of me, may have or claim to have against Releasee in connection with this Release.

F. I have carefully read and fully understand all the provisions of this Photo Release Form and am freely, knowingly and voluntarily signing.

\_\_\_\_\_  
Signature of Releasor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Releasor