

UNIVERSITY AND STIHL

RELEASE, WAIVER, INDEMNITY AGREEMENT, COVENANT NOT TO SUE AND LICENSE

THIS RELEASE, WAIVER, INDEMNITY AGREEMENT, COVENANT NOT TO SUE AND LICENSE is executed on the ____ day of _____, 2008.

In consideration of being allowed to participate in the Association of Southern Forestry Clubs Conclave from March 6 to 9, 2008 at the Alachua County Fairgrounds in Gainesville, Florida, including but not limited to, the STIHL® TIMBERSPORTS® Collegiate competitions (collectively, the "Event"), and other good and valuable consideration, I hereby agree, release and covenant as follows:

1. I _____, hereby acknowledge that I have voluntarily applied to participate in the Event and that I am at least eighteen (18) years of age. I also hereby acknowledge that I am experienced in the lumberjack events in which I am participating.

2. I am aware that participating in the Event is an EXTREMELY HAZARDOUS ACTIVITY that can lead to severe bodily and personal injury, death or property damage. With full knowledge and appreciation of the many risks and dangers associated with participating in the , I acknowledge that I am voluntarily participating in the Event and that I VOLUNTARILY, KNOWINGLY AND FREELY ASSUME ALL RISKS ASSOCIATED WITH SUCH PARTICIPATION, known or unknown, anticipated or unanticipated, including the risk of negligence by persons or entities involved with the Event.

3. In consideration of being permitted to enter RESTRICTED AREAS at the Event site (defined as including but not limited to the competition arena and all other restricted access areas), and being permitted to observe or participate in the Event, I, for myself and my agents, heirs, executors, administrators, personal representatives, next of kin, attorneys and assigns, acknowledge, agree and represent that I have or, immediately upon entering any Restricted Area and continuously thereafter, will inspect such Restricted Areas and all portions of them, and I further warrant and represent that my entry on such Restricted Areas and/or participation in the Event constitutes an acknowledgment that I have inspected such Restricted Areas and find and accept them as being appropriate and reasonably suited and safe for their intended purposes and uses. I further agree and warrant that if at any time, I am in or about a Restricted Area and feel anything to be unsafe, I will promptly advise the proper persons and will immediately leave the Restricted Areas.

4. I hereby RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE the State of Florida, the Florida Board of Governors, the University of Florida Board of Trustees, STIHL Incorporated, JM Associates Incorporated, Entertainment and Sports Programming Network, Granite State Lumberjack Show, Inc., the Event site owner(s), and other Event participants, and Sponsors, and each of them, their successors, affiliates, agents, officers, directors, employees, representatives, and volunteers (collectively hereinafter, the "Releasees"), jointly and severally, from and/or for any and all liability to me or my agents, heirs, executors, administrators, personal representatives, next of kin, attorneys and assigns, FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES, AND ANY CLAIMS OR DEMANDS THEREFOR, ON ACCOUNT OF, ARISING FROM OR RELATED TO, ANY INJURY OR DAMAGE TO MY PERSON OR PROPERTY, INCLUDING DEATH, whether caused by or resulting from the negligence of the Releasees or otherwise, while I am in or upon a Restricted Area and/or observing or participating in the Event.

5. For myself and my agents, heirs, executors, administrators, personal representatives, next of kin, attorneys and assigns, I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS the Releasees, and each of them, for and from any losses, liabilities, damages, or costs they might incur or suffer due to my presence in or on a Restricted Area or observing or participating in the Event, whether caused by the negligence of the Releasees or otherwise.

6. If I am participating in the STIHL TIMBERSPORTS COLLEGIATE portions of the Event, as a condition of being able to participate in the Event, I understand that I shall not be permitted to wear clothing or display other items which bear the logos, marks, or other product identification of products competitive to STIHL

during the Event. . STIHL reserves the right to determine at any time what is considered to be “competitive”. I will comply with all reasonable directions as to placement and size of any additional approved logos, marks, or other product identification.

7. I hereby grant an irrevocable, world-wide, non-exclusive, sub-licensable, royalty-free license to the University of Florida Board of Trustees and STIHL Incorporated, to use, reproduce, and/or make reference to my name, signature, biographical data, voice, picture or other likeness, in, by or through any and all media, means, methods, systems and processes in connection with the promotion and advertising of the Event and/or promotion of STIHL products or the design, manufacture, promotion, advertising, distribution and sale of promotional items or apparel, literary works, sound records, videos or films, or souvenir items, articles or merchandise of any nature whatsoever, relating to the Event and/or promotion of STIHL products.

8. I hereby acknowledge and agree that the opinions, decisions and rulings of the judges pertaining to all aspects of the Event are final. I hereby RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE the Releasees, jointly and severally, from and/or for any and all liability to me or my agents, heirs, executors, administrators, personal representatives, next of kin, attorneys and assigns, FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES, AND ANY CLAIMS OR DEMANDS THEREFOR, ON ACCOUNT OF, ARISING FROM OR RELATED TO, ANY such opinions, decisions and rulings of the judges pertaining to the Event.

9. I expressly agree that the foregoing Release, Waiver, Indemnity Agreement, Covenant Not to Sue and License is intended to be as broad and inclusive as is permitted by the laws of Florida, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

10. I have read, understand and voluntarily sign this RELEASE, WAIVER, INDEMNITY AGREEMENT, COVENANT NOT TO SUE AND LICENSE intending to be bound thereby, and further acknowledge and agree that no oral representations, warranties, statements or inducements not contained in this written agreement have been made to me by any person or entity associated with the Event, including Releasees.

11. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A COVENANT NOT TO SUE AND A ROYALTY-FREE LICENSE, and have signed of my own free act and deed without coercion.

Signature: _____ Date: _____

Printed Name: _____

School Name: _____

(Home) Street Address: _____

(Home) City, State, ZIP Code: _____

(Home) Telephone Number: _____

E-mail address _____

Social Security Number: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all of the Releasees, and, for myself, my child and our heirs, assigns and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I have read, understood, initialed and intend to be bound by all three (3) pages of this RELEASE, WAIVER, INDEMNITY AGREEMENT, COVENANT NOT TO SUE AND LICENSE.

PARENT/GUARDIAN'S SIGNATURE

PRINT NAME

DATE