



**Emerge Louisiana Participant Agreement, Release and Acknowledgment of Risk Form**

Name: Address:

City: Zip:

In consideration of my being allowed to participate in the Emerge Louisiana political candidate training program (the "Emerge Program") and in meetings, activities and events sponsored by Emerge (collectively, the "Events"), I hereby agree to release and discharge Emerge Louisiana, Emerge America, its agents, owners, directors, officers, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter referred to as "Emerge"), on behalf of myself, my heirs, assigns, personal representative and estate as follows:

- 1. I confirm that I am participating in the Emerge Program on a voluntary basis and acknowledge that Emerge will provide me with information and training that I may or may not use, as I determine at my sole discretion, and that I am and will be solely responsible for all professional decisions made on topics relating to the content covered and training provided during the Emerge Program.
- 2. I acknowledge that participating in the Events, including but not limited to travel to and from the Events, involves certain risks which could result in physical injury or damage to myself, to property or to third parties, including risks not know to me or not reasonably foreseeable at this time. I understand that such risks cannot be eliminated without changing the nature of the Events and the activities of Emerge.
- 3. I expressly agree and promise to accept and assume all of the risks, direct and indirect, associated with the Events. My participation in the Events is purely voluntary, and I elect to participate in spite of any risks.
- 4. I hereby grant Emerge permission to use my name, picture and/or likeness on their website, social media, and other collateral materials for the purposes of promoting and marketing the Emerge Program.
- 5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Emerge from any and all claims, demands, or causes of action, which are in any way connected to my participation in the Emerge Program or Events, including any such claims which allege negligent acts or omissions on the part of Emerge, including those acts or omissions not foreseeable at this time.
- 6. Should Emerge, or anyone acting on its behalf, be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold such entity or person harmless for all such fees and costs.
- 7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities, or alternatively, I agree to bear the costs of such injury or damage myself.
- 8. In the event that I file a lawsuit against Emerge, I agree to do so solely in the State of Louisiana, and I further agree that the substantive law of that State shall apply in that action, without regard to conflict of law rules of that State. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

**BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THE EMERGE PROGRAM OR EVENTS, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST EMERGE ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED IT HEREIN.** *I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.*

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_