

## Waiver, Release of Liability, and Consent to Medical Attention

In exchange for my being allowed to participate in the Annual Pizza, Pop & Power Tools program (the "Program") on **Saturday**, **March 25**, **2023**, a program administered by the Guam Contractors Association (GCA) and the GCA Trades Academy (GCATA), and the National Association of Women in Construction Guam (NAWIC), I, and if I am not yet 18 years old, my parent or legal quardian (individually and collectively referred to below in the first person singular), agree to be bound by each of the following:

- 1. Voluntary Participation. I understand and confirm that my participation in the Program is voluntary.
- 2. DRESS CODE REQUIREMENT. ALL PARTICIPANTS, GUARDIANS, PARENTS AND GUESTS MUST be dressed in CLOSED TOED SHOES and LONG PANTS/JEANS.
- 3. **Identification of Risks.** I understand that my participation in the Program may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death.
- 4. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Program. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Program.
- 5. Release and Waiver. I release the GCA, and GCATA and its directors, officers, employees, agents, volunteers, successors, owners of the facilities & equipment used in the Program, and assigns from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the Program (a "Claim"), whether or not caused in whole or part by the negligence (but not the gross negligence) of GCA, and GCATA or any of the individuals mentioned above.
- 6. **Consent to Medical Treatment.** I authorize the GCA, & GCATA to provide to me, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon GCA, NAWIC or GCATA to provide such assistance, transportation, or services.
- 7. **Publicity Release.** I authorize GCA, and GCATA to use my name, photo, materials produced for the program or presentation in program for GCA, & GCATA materials including but not limited to, educational resources, press releases, web-based publicity and other publicity materials.
- 8. **Severability.** Each term and provision of the instrument shall be valid and enforced separately to the fullest extent permitted by law.
- 9. **Applicable Law.** This instrument shall be governed, construed, and enforced in accordance with the laws of Guam.

THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS WAIVER. RELEASE OF LIABILITY AND CONSENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER. RELEASE OF LIABILITY AND CONSENT VOLUNTARILY. PLEASE SUBMIT WAIVER FORM NO LATER THAN MARCH 23, 2023 Student Print Name Grade School/ Organization Student Signature Date If the person participating in the Program is not yet 18 years old, a parent or legal guardian must sign: In exchange for my/our child or ward being allowed to participate in the Program, and as the parent(s) or legal guardian(s) of the above-named individual, I/we verify that I/we fully understand, agree to, and accept all provisions of this Waiver, Release of Liability and Consent. Guardian: **Print Name** Signature Date Contact Number