

EVENT WAIVER AND RELEASE OF LIABILITY THE ELEVATOR ASSOCIATION OF FLORIDA, INC.

2881 Gateway Drive, Pompano Beach, Florida 33069



EVENT WAIVER AND RELEASE OF LIABILITY AGREEMENT

By registering for, attending, participating in, sponsoring, volunteering at, exhibiting at, or otherwise participating in any event, meeting, conference, seminar, educational program, trade show, golf tournament, networking event, fundraiser, social event, sponsor-hosted event, or other activity organized, promoted, sponsored, or facilitated by The Elevator Association of Florida, Inc. ("EAOF"), I acknowledge and agree to the following:

1. VOLUNTARY PARTICIPATION

I understand that my participation in the event is entirely voluntary. I freely choose to participate and assume all risks associated with attendance and participation.

2. ASSUMPTION OF RISK

I understand that participation in EAOF events may involve certain inherent risks, including but not limited to:

1. Personal injury;
2. Illness or exposure to communicable diseases;
3. Accidents involving vehicles, golf carts, equipment, or machinery;
4. Slips, trips, and falls;
5. Property damage or loss;
6. Food-related allergic reactions;
7. Weather-related incidents;
8. Actions or omissions of other attendees, vendors, sponsors, exhibitors, or third parties; and
9. Other known or unknown risks that may result in injury, illness, death, or property damage.

I knowingly and voluntarily assume all such risks, whether known or unknown.

3. RELEASE OF LIABILITY

To the fullest extent permitted by law, I hereby release, waive, discharge, and covenant not to sue The Elevator Association of Florida, Inc., its officers, directors, committee members, employees, volunteers, members, sponsors, exhibitors, vendors, agents, representatives, affiliates, event organizers, venues, and contractors (collectively, the "Released Parties") from any and all claims, demands, causes of action, liabilities, damages, losses, costs, or expenses arising out of or related to:

1. Personal injury;
2. Illness;
3. Disability;
4. Death;
5. Property damage;
6. Property loss;
7. Theft;
8. Financial loss; or
9. Any other injury or damage

resulting from or related to my attendance or participation in any EAOF event, regardless of whether such claims arise from negligence or otherwise, except where prohibited by law.

4. SPONSOR AND THIRD-PARTY EVENTS

I acknowledge that certain events may be hosted, sponsored, operated, or conducted by third parties, including sponsors, vendors, exhibitors, venues, and other organizations.

EAOF does not own, operate, supervise, or control all aspects of such events and shall not be responsible for the actions, omissions, services, products, facilities, safety practices, or conduct of any third party.

Attendance at sponsor-hosted or third-party events is entirely at my own risk.

5. MEDICAL TREATMENT

In the event of an emergency, I authorize emergency medical treatment as deemed necessary. I understand that EAOF assumes no responsibility for providing medical care, insurance coverage, or reimbursement for medical expenses.

I accept full responsibility for any medical costs incurred.

6. PROPERTY

I am solely responsible for my personal property and belongings. EAOF shall not be liable for any lost, stolen, or damaged property.

7. PHOTO, VIDEO, AND MEDIA RELEASE

I grant EAOF and its representatives the unrestricted right to photograph, videotape, record, and otherwise capture my likeness, voice, image, and participation during any event.

I authorize EAOF to use such photographs, videos, recordings, and other media for promotional, marketing, educational, social media, website, advertising, and archival purposes without compensation or further approval.

I waive any right to inspect or approve the final use of such materials.

8. INDEMNIFICATION

I agree to indemnify, defend, and hold harmless the Released Parties from any claims, damages, liabilities, costs, expenses, or attorney's fees arising from my actions, conduct, negligence, or participation in any event.

9. GOVERNING LAW

This Waiver and Release shall be governed by the laws of the State of Florida.

Any dispute arising from this Agreement shall be resolved exclusively in the state or federal courts located within the State of Florida.

10. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. ACKNOWLEDGMENT

BY REGISTERING FOR OR ATTENDING ANY EVENT HOSTED, SPONSORED, OR FACILITATED BY THE ELEVATOR ASSOCIATION OF FLORIDA, INC., I ACKNOWLEDGE THAT:

1. I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY;
2. I FULLY UNDERSTAND ITS TERMS;
3. I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS;
4. I AGREE TO BE LEGALLY BOUND BY ITS TERMS; AND
5. I PARTICIPATE VOLUNTARILY AND AT MY OWN RISK.

12. ALCOHOL CONSUMPTION AND TRANSPORTATION

I acknowledge that alcoholic beverages may be available, served, sold, or consumed at certain EAOF events or sponsor-hosted events.

I understand and agree that:

1. Consumption of alcoholic beverages is entirely voluntary and at my own risk.
2. I am solely responsible for my decision to consume alcohol and for monitoring my own level of impairment.
3. I will comply with all applicable federal, state, and local laws regarding the consumption of alcoholic beverages.
4. I will not operate a motor vehicle, golf cart, motorcycle, bicycle, scooter, watercraft, or any other mode of transportation while impaired or under the influence of alcohol or any controlled substance.
5. I am solely responsible for arranging safe transportation to and from the event, including the use of designated drivers, rideshare services, taxis, public transportation, or other transportation options.
6. The Elevator Association of Florida, Inc. ("EAOF"), its officers, directors, members, employees, volunteers, sponsors, exhibitors, vendors, agents, venues, and affiliates have no duty to provide transportation, monitor alcohol consumption, prevent intoxication, or determine an attendee's fitness to operate a vehicle.

To the fullest extent permitted by law, I release and hold harmless EAOF and all Released Parties from any claims, liabilities, damages, injuries, deaths, losses, costs, or expenses arising directly or indirectly from:

1. My consumption of alcohol;
2. The consumption of alcohol by other attendees;
3. My operation of any vehicle or equipment before, during, or after an event;
4. Transportation to or from an event; or
5. Any accident, injury, property damage, or incident related to alcohol consumption or transportation.

I further agree to indemnify and hold harmless EAOF and the Released Parties from any claims, demands, lawsuits, judgments, damages, costs, attorney's fees, or liabilities resulting from my actions involving alcohol consumption, impairment, transportation, or operation of any vehicle or equipment in connection with an EAOF event.

I understand that if I choose to consume alcohol, I do so entirely at my own risk and assume full responsibility for all consequences of that decision.

Participant Name: _____

Company: _____

Signature: _____

Date: _____