



2019 Participant Information Form & Liability Waiver

(Please print. Entire form must be filled out completely)

Last Name First Name

Community/Property Name

Work Address *(must be a street address)* City, St. Zip

Phone Fax Email

Supervisor Name & Title

Property Management Company

Home Address *(must be a street address)* City, St. Zip

Home (cell) Phone Email

The participant hereby acknowledges that to be eligible for the National Championship competition, the following criteria must be met. They must:

(check each box)

- _____ Be a maintenance technician employed in the apartment industry
- _____ Spend a minimum of 25 hours per work week in the field
- _____ Be a primarily employed by a community that is an industry member in good standing with an NAA-affiliated local, regional or state Apartment Association
- _____ Be able to attend the National Championship Competition
- _____ Only compete in one Maintenance Mania® and National Championship Qualifying Program during 2019 season.

I _____ *(please print)* hereby acknowledge and agree that in consideration of being permitted to participate in the Maintenance Mania® programs, races, or activities offered by the NAA and organized and operated by Apartment Association of New Mexico *(NAA Affiliate name here)*

I) I do hereby release the Associations, their members, officers, directors, employees, sponsors, independent contractors, and agents from all liability, and do hereby waive as against the Associations, their members, officers, directors, employees, sponsors, independent contractors, and agents all recourses, proceedings, claims, and causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in, the aforesaid Maintenance Mania® programs, races, or activities, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the Associations, or any of their members, officers, directors, employees, sponsors, independent contractors, and agencies,

II) And, I do hereby acknowledge and agree:

- a) that some of the risks and hazards are foreseeable, but others are not;
- b) that I nevertheless freely and voluntarily assume all the risks and hazards, and that accordingly, my preparation for, and participation in the aforesaid Maintenance Mania® programs, races or activities shall be entirely at my own risk;
- c) that I understand that neither the Associations, nor any of their members, officers, directors, employees, sponsors, independent contractors, and agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid Maintenance Mania® programs, races and activities;
- d) that I have carefully read this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement, that I fully understand same and that I am freely and voluntarily executing same;
- e) that I understand clearly that by signing this release I will be forever prevented from suing or otherwise claiming against the Associations, their members, officers, directors, employees, sponsors, independent contractors, and agents for any loss or damage connected with any property loss or personal injury I may sustain by participating in or preparing for any of the above mentioned Maintenance Mania® programs, races, or activities whether or not such loss or injury is caused solely or partly by the NEGLIGENCE of the Associations or any of their members, officers, directors, employees, sponsors, independent contractors, and agents;
- f) that I understand clearly that the Associations would not permit me to participate in the Maintenance Mania® programs, races, or activities unless I signed this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement, that this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement, applies to all the aforesaid Maintenance Mania® programs, races, or activities;
- g) That this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement is binding on myself, my heirs, my executors, administrators, personal representatives, and assigns.

Photo & Quote Release/Consent Agreement

- a) I irrevocably consent to the unrestricted use by NAA and HDSupply Facilities Maintenance and those acting with the company's permission and authority, of my name, personal quote and any and all photographs which NAA and HDSupply Facilities Maintenance has taken of me or which I may be included for all purposes, in any and all media, without limitation, including advertising, solicitation or trade.
- b) I hereby waive any right to inspect or approve the finished photographs, quote, advertising copy, or printed matter that may be used in conjunction therewith, or to the eventual use that it may be applied.
- c) This agreement grants NAA and HDSupply Facilities Maintenance a non-exclusive and non-transferable license to use Vendor Marks (as defined below), on a royalty-free basis, for the purpose of advertising promotional activities or materials. For purposes of this Agreement, the term "Vendor Marks" will mean the trademarks, service marks, tradenames, copyrights, logos, slogans and other identifying symbols and indicia of the Vendor. Notwithstanding anything to the contrary herein, the Vendor Marks will remain the property of the Vendor.
- d) Permission is granted to NAA and HDSupply Facilities Maintenance to use any and all vendor supplied photography received, on a royalty-free basis, for all purposes, in any and all media, without limitation, including advertising, solicitation or trade.
- e) I release NAA and HDSupply Facilities Maintenance and those acting under the company's authority from any liability concerning any blurring, distortion or alteration whether intentional or otherwise, that may occur or be produced in the taking of the photographs, or in any processing or publication of the photographs received or editing of quote.
- f) Permission is granted to use all or any part of my testimonial as indicated below and to edit the testimonial as NAA and HDSupply Facilities Maintenance thinks necessary, provided that such editing does not materially change the information or viewpoint I provided.
- g) This agreement constitutes the sole, complete and exclusive agreement between NAA, HDSupply Facilities Maintenance and me and I am not relying on any other representation whether oral or written.
- h) Permission is granted to NAA, HD Supply Facilities Maintenance and National Sponsors to send marketing promotions via email or direct mail for which I can opt out at any time.

Participant Signature: _____ Date: _____

Witness Signature: _____ Date: _____

Participant #: _____ Event Date: Sept 24, 2019

(To be assigned by the NAA Affiliated Association)