



2021-2022 Participant Information Form & Liability Waiver

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

Last Name First Name

Title [Competitors with non-maintenance titles (i.e., housekeeper, porter, groundskeeper, technician, manager, or supervisor), but fall within the qualifying parameters, must contact the Maintenance Mania Executive Committee to gain approval to compete. Please see Rule 1.1 in Participant Rulebook for more information.]

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 32 hours per work week in the field
- Be primarily employed by a community that is an industry member in good standing with an NAA-affiliated local, regional or state Apartment Association
- I have read the MM Rulebook and understand and agree to all rules stated
- Be able to attend the National Championship Competition
- Only compete in one Maintenance Mania® and National Championship Qualifying Program during 2020-2021 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 _____

(herein called the Associations): _____ *(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 HD Supply 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 HD Supply 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 HD Supply 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 HD Supply 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 HD Supply 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 HD Supply 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, HD Supply 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: _____
(to be assigned by the NAA Affiliated Association)



COVID-19 LIABILITY WAIVER AND RELEASE OF CLAIMS

COVID-19 SAFETY INFORMATION

COVID-19 is extremely contagious and is spread mainly from person-to-person contact. The National Apartment Association (“NAA”) has put in place preventative measures to reduce the spread of COVID-19 during Maintenance Mania® events and related activities (the “Activity”); however, NAA cannot guarantee that you will not become infected with COVID-19 or any other infectious disease. Further, participation in the Activity could increase your risk of contracting COVID-19 or other infectious diseases. By attending or participating in a Maintenance Mania® event or activity, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact Stefani Hurst with the National Apartment Association at shurst@naahq.org or (703) 797-0665 if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with Maintenance Mania® events or activities.

LIABILITY WAIVER AND RELEASE OF CLAIMS

I acknowledge that I am willingly engaging and participating in Maintenance Mania® events and related activities (the “activity”).

I hereby release, waive and forever discharge any and all liability, claims, and demands of whatever kind or nature against the National Apartment Association, including in each case, without limitation, their directors, officers, employees, volunteers, and agents (the “released parties”), either in law or in equity, to the fullest extent permissible by law, including but not limited to damages or losses caused by the negligence, fault or conduct of any kind on the part of the released parties, including but not limited to death, bodily injury, illness, economic loss or out of pocket expenses, or loss or damage to property, which I, my heirs, assignees, next of kin and/or legally appointed or designated representatives, may have or which may hereinafter accrue on my behalf, which arise or may hereafter arise from my participation with the activity.

ASSUMPTION OF THE RISKS

I acknowledge and understand that while National Apartment Association (“NAA”) has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with Maintenance Mania® (the “Activity”), NAA is not responsible in any manner for any risks related to COVID-19 or other infectious diseases in connection with the Activity.

I understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 and other infectious diseases may result in significant personal injury or death. While social distancing and wearing a mask may reduce this risk, the risk of serious illness and death remains. I am fully aware that participation in the Activity (including any related travel) carries with it certain inherent risks related to COVID-19 transmission (“Inherent Risks”) that cannot be eliminated regardless of the care taken to avoid such risks.

Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof.

Further, I understand that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, permanent disability, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, permanent disability, sickness, death, damage, and expense arising from such Inherent Risks, even if arising from the negligence or fault of the Released Parties.

Name: _____

Title/Position: _____

Signature: _____ Date: _____

a) They irrevocably consent to the unrestricted use by HD Supply Facilities Maintenance and those acting with the company's permission and authority, of my name, personal quote and any and all photographs which HD Supply Facilities Maintenance has taken of me or which they may be included for all purposes, in any and all media, without limitation, including advertising, solicitation or trade.

b) They 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 HD Supply 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 HD Supply 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) they release 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 HD Supply Facilities Maintenance thinks necessary, provided that such editing does not materially change the information or viewpoint they provided.

g) This agreement constitutes the sole, complete and exclusive agreement between HD Supply Facilities Maintenance and me and they are not relying on any other representation whether oral or written.