

CICADA CAMERA

Aerial Drone Photography Services

INDEMNITY AGREEMENT AND RELEASE OF LIABILITY FORM

I, Daniel Ortiz acknowledge my voluntary service to and with no expectation of payment from;

(agency) _____ on or thru; _____ / _____ 2022.

IN CONSIDERATION of permission to assist (name) _____ at /or use facilities

at (address) _____; THE

UNDERSIGNED, for him, his personal representatives, heirs, and next of kin:

1. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** all of their directors, officers, agents, governing bodies, volunteers and employees, (hereinafter referred to as "Releasees") FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE TO EQUIPMENT, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN ILLNESS AND/OR DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. BY ENCOUNTERING IN THIS EVENT, I ASSUME ALL RISKS WHETHER KNOW OR UNKNOWN.

2. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S).

3. **HEREBY acknowledges that THE ACTIVITIES OF THE EVENT MAY BE DANGEROUS** and carries with it the potential for severe injury or death. The risks include, but are not limited to, those caused by terrain, facilities, slip and fall, drowning, weather hazards, emergency equipment, vehicular traffic, actions of other people including, but not limited to, volunteers, spectators, law enforcement, and other emergency responders. **I ASSUME FULL RESPONSIBILITY FOR ANY RISK WHATSOEVER, INCLUDING BUT NOT LIMITED TO BODILY INJURY, EXPOSURE, DEATH OR PROPERTY DAMAGE** arising out of or related to the EVENT(S). THERE IS NO EXPECTATION OF PAYMENT FROM THE RELEASEES AS THE UNDERSIGNED IS RENDERING SERVICE VOLUNTARILY.

4. **HEREBY AGREES AND UNDERSTANDS** that should any part or portion of this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF ALL RISK, AND INDEMNITY AGREEMENT be determined to be legally invalid or unenforceable for any reason, only such part or portion shall be severed and removed from the Agreement. The remaining provisions and all portions of this Agreement that have not been ruled invalid or unenforceable shall independently survive and remain in full force and effect, with only the invalid or unenforceable part or portion of this Agreement to be deemed stricken, unenforceable and severed from this Agreement.

5. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF ALL RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNED: _____ DATE: _____

PRINTED NAME: Daniel Ortiz CICADA CAMERA