

**PLEASE SELECT LOCATION:  
(IMPORTANT)**

- OCALA, FL
- ST. PETERSBURG, FL
- ORLANDO, FL

**Instructions:**

1) YEA Student/Parent/Guardian: Please fill out and sign both pages of this waiver **AND** either give form to your Group Leader or send the completed form directly via mail, fax, or e-mail (preferred) to the location shown at the end of page 2.  
 \* **Note: Online Eventbrite Web Registration must be completed either by the YEA Student or Group Leader if it has not be done so already to complete event registration.**

# 2019 Youth Energy Academy

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## Photo Release

The undersigned hereby gives Duke Energy Corporation, together with its subsidiaries and affiliates ("Duke Energy"), as well as, Sumter Electric Cooperative, Incorporated (SECO), American Association of Blacks in Energy (AABE), the College of Central Florida, Ocala Utility Services, Siemens Energy, Incorporated, and Orlando Utilities Commission (OUC); together with all their subsidiaries and affiliates, the absolute and irrevocable right and permission to use the attached or below described photograph(s), videos, quote(s) and other information in advertising, case studies, brochures, company Web sites and/or any other materials in all media. The undersigned represents that it has the right and authority to grant the permission herein and does hereby release and discharge Duke Energy and its subsidiaries and affiliates, as well as, Sumter Electric Cooperative, Incorporated (SECO), American Association of Blacks in Energy (AABE), the College of Central Florida, Ocala Utility Services, Siemens Energy, Incorporated, and Orlando Utilities Commission (OUC); together with all their subsidiaries and affiliates, from any and all claims and demands arising out of or in connection with the use of the foregoing materials.

I hereby certify that I am the parent or guardian of \_\_\_\_\_,  
 and do hereby give my consent without reservation to the foregoing on behalf of this individual.

**Parent / Guardian Name:** \_\_\_\_\_

**Relationship to Minor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Waiver & Release of Liability

In consideration of the risk of injury while participating in Youth Energy Academy (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Duke Energy Corporation, together with its subsidiaries and affiliates ("Duke Energy"), as well as, Sumter Electric Cooperative, Incorporated (SECO), American Association of Blacks in Energy (AABE), the College of Central Florida, Ocala Utility Services, Siemens Energy, Incorporated, and Orlando Utilities Commission (OUC), located at 1501 W Silver Springs Blvd, Ocala, Florida 34475, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity.

I agree to indemnify and hold harmless Duke Energy Corporation, together with its subsidiaries and affiliates ("Duke Energy"), as well as, Sumter Electric Cooperative, Incorporated (SECO), American Association of Blacks in Energy (AABE), the College of Central Florida, Ocala Utility Services, Siemens Energy, Incorporated, and Orlando Utilities Commission (OUC) against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Duke Energy Corporation, together with its subsidiaries and affiliates ("Duke Energy"), as well as, Sumter Electric Cooperative, Incorporated (SECO), American Association of Blacks in Energy (AABE), the College of Central Florida, Ocala Utility Services, Siemens Energy, Incorporated, and Orlando Utilities Commission (OUC) incurs any of these types of expenses, I agree to reimburse Duke Energy Corporation, together with its subsidiaries and affiliates ("Duke Energy"), as well as, Sumter Electric Cooperative, Incorporated (SECO), American Association of Blacks in Energy (AABE), the College of Central Florida, Ocala Utility Services, Siemens Energy, Incorporated, and Orlando Utilities Commission (OUC).

I acknowledge that Duke Energy Corporation, together with its subsidiaries and affiliates ("Duke Energy"), as well as, Sumter Electric Cooperative, Incorporated (SECO), American Association of Blacks in Energy (AABE), the College of Central Florida, Ocala Utility Services, Siemens Energy, Incorporated, and Orlando Utilities Commission (OUC) and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Duke Energy Corporation, together with its subsidiaries and affiliates ("Duke Energy"), as well as, Sumter Electric Cooperative, Incorporated (SECO), American Association of Blacks in Energy (AABE), the College of Central Florida, Ocala Utility Services, Siemens Energy, Incorporated, and Orlando Utilities Commission (OUC).

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

Energy (AABE), the College of Central Florida, Ocala Utility Services, Siemens Energy, Incorporated, and Orlando Utilities Commission (OUC) for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Duke Energy Corporation, together with its subsidiaries and affiliates ("Duke Energy"), as well as, Sumter Electric Cooperative, Incorporated (SECO), American Association of Blacks in Energy (AABE), the College of Central Florida, Ocala Utility Services, Siemens Energy, Incorporated, and Orlando Utilities Commission (OUC), its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, \_\_\_\_\_, and

*Print Participant Name*

Duke Energy Corporation, together with its subsidiaries and affiliates ("Duke Energy"), as well as, Sumter Electric Cooperative, Incorporated (SECO), American Association of Blacks in Energy (AABE), the College of Central Florida, Ocala Utility Services, Siemens Energy, Incorporated, and Orlando Utilities Commission (OUC) agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

**PARENT / GUARDIAN WAIVER FOR MINORS**

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of \_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**STUDENTS MUST WEAR CLOSED TOED SHOES & PANTS FOR THIS EVENT**

**ADULT CHAPERONES MUST ACCOMPANY THEIR STUDENTS AT THE EVENT**

Please send completed forms to:

Duke Energy  
Attn: Dora Holloway  
6571 38th Avenue N  
St. Petersburg, FL 33710  
Or

Email: [Dora.Holloway@Duke-Energy.com](mailto:Dora.Holloway@Duke-Energy.com) ★ Fax: (727) 344-4120

