

Participant Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement¹

Please read and be certain you understand the implications of signing. You are encouraged to ask any questions necessary to increase your understanding of such implications.

I ², _____ do hereby
affirm and acknowledge that I have been fully informed of the inherent hazards and risks association with participation in
transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage.
Despite these and other risks, and fully understanding such risks, I wish to participate in the _____
and assume the risk of participation. I also hereby hold harmless _____
and indemnify it against any or all claims, actions, suits, procedures, costs, expenses (including attorney's fees and
expenses), damages and liabilities arising out of, connected with, or resulting from any and all aspects of my participation
in the _____. I hereby release the _____
from all such liability,
and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns.

Inherent hazards and risk:

I acknowledge that this sport/athletic event is an extreme test of my physical and mental limits, and carries with it the potential for serious injury, property loss, or death.

It is understood that the inherent dangers and risks of playing or practicing or other forms of participating in the above sports/activity include, but are not limited to, serious head, neck, back and spinal injuries which may result in complete or partial paralysis; brain damage; serious injury to virtually all internal organs; serious injury or strain to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the muscular skeletal system; serious injury or impairment to other aspects of my body, general health and well-being; and death. It is understood that the dangers and risk of playing or practicing in the above sport/activity may result not only in serious injury, but in a serious impairment of my future abilities to earn a living; to engage in other business, social and recreational activities; and generally to enjoy life.

The risks that I assume include all forms of loss or damage to person or property.

While particular rules, equipment, use of spotters, and personal discipline may reduce this risk, the risk of serious injury does exist.

¹ This Waiver is intended to be overly-inclusive, and apply to many different types of sports and activities. Administrators are encouraged to reflect in Waiver language you adopt those provisions most applicable to the situation with which you are concerned. If you modify this Waiver, you should reference the document Athletics Waivers: A Framework for Development connected with this Waiver to determine if necessary provisions have been included.

² Although "I" refers to the child participant, acknowledgment and signature is required by the parent/guardian on page four of this form. The acknowledgement attests that the parent/guardian has reviewed all risks associated with the activity and that their child has demonstrated an awareness, understanding and acceptance of those risks.

Weather conditions, terrain, other physical conditions: I agree and understand that among the inherent risks of are: changing weather conditions, variations and steepness in terrain, terrain features, snow or ice conditions, surface or subsurface conditions, rocks, stumps, debris, posts, trees, fences, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, manual pads, course design and placement, and other natural and man-made hazards. I understand that participation in this sport/activity may result in unavoidable injury due to the height, rotation, and motions involved in a unique environment.

I recognize that inherent risks exist from exposure to natural elements and temperature extremes may include frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.

Exposure to various situations: I recognize that I may be exposed to moving objects, stationary objects, various playing surfaces, transportation hazards, and other situations that can cause or lead to injury and/or death.

I recognize that accidents or illness may occur in remote places where there are no available medical facilities.

I recognize that fatigue, exhaustion, chill, and/or dizziness may diminish my/our reaction time and increase the risk of accident that may cause or lead to injury and/or death.

I accept the inherent risk of impact or collision with other athletes, spectators, facility employees, pedestrians, event officials, event monitors, media personnel, motor vehicles, skateboards, and cyclists.

Equipment: I understand that possible equipment failure and/or malfunction or misuse of my own or others' equipment is an inherent risk.

Other action by myself or others: I understand that among the inherent risks are: falling, loss of control, my exceeding my ability; someone else exceeding his or her ability; my own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles. I also acknowledge, understand, and accept all inherent risks that may result from the negligence of paid employees, coaches or volunteer staff.

I am aware that this sport/activity involves competition with and against other participants, and that such participant may involve physical contact.

My commitments as a result of such risks: Because of the risks described above, I recognize the importance of listening to and following all the coaches' instructions and warnings regarding playing techniques, training methods, rules of the sport and other team rules. I also recognize the importance of adhering to all written instructions and written warnings regarding playing techniques, training methods, rules of the sport and other team rules. I understand that all instructions and warnings, verbal and written, are incorporated by reference into this agreement and hereby expressly promise to obey all such instructions and warnings.

I agree to inspect all equipment before use and ask questions if I do not fully understand how to use the equipment, machines, or facilities.

I agree that I will wear approved protective gear as identified by the of despite my understanding that protective gear cannot guarantee my safety.

If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

Medical treatment: I, or, if I am a minor, my parent or legal guardian, gives permission to the

to select and secure medical attention for me as may be necessary or advisable, and to transport or obtain transportation of me to a medical facility or hospital if, in the opinion of

staff medical attention is required. I agree to pay all costs associated with such medical care and related transportation and shall defend, indemnify and hold harmless

against and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. I also authorize disclosure of protected medical information necessary to provide, coordinate, or manage my healthcare consistent with the dictates of HIPAA or other law, and to the extent that such use or disclosure is required by law.

In consideration of the

permitting me to try out, practice, play, or in any other way, participate in the

, and to engage in all activities and events related to my participation,

including practicing, condition, playing, traveling, and all other aspects of participation, **I HEREBY VOLUNTARILY**

ASSUME ALL RISKS AND HAZARDS ASSOCIATED WITH SUCH PARTICIPATION. I ALSO AGREE TO WAIVE ALL CLAIMS OF WHATEVER NATURE, fully and finally, now and forever, for myself, my estate, my heirs, my administrators, my executors, my assignees, my successors, and for all members of my family, and to release, exonerate, discharge and hold harmless the

their trustees, officers, agents, servants, employees, athletic staffs, all coaches, assistant coaches, physical education teachers, athletic trainers, physicians and other practitioners of the healing arts treating me, from any and all liability, claims, cause of actions or demands arising out of any injuries to my person or property, or losses of any kind and nature whatsoever, which may result from or occur in connection with my participation in the

sport/activity.

I specifically acknowledge that certain sports are more high risk and may contain VIOLENT CONTACT involving even greater risk of injury than other sports and I both understand and VOLUNTARILY ASSUME ALL OF THOSE RISKS.

Certifications:

I certify that I am physically fit, in good health, do not suffer from any illness, disability, condition or ailment which could be exacerbated by my participation in the event, and have not been advised otherwise by a qualified medical person.

I further certify that I do not take medication on a regular basis because of any illness, disability, condition or ailment, unless I have disclosed such condition and received the approval to participate otherwise. I have sufficiently trained for participating in the event.

Parent language:

Because of the risks described above, I recognize the importance of my child/ward listening to and following all the coaches' instructions and warnings regarding any and all aspects of the sport/activity. I also recognize the importance of my child/ward reading and adhering to all written instructions and written warnings regarding playing techniques, training methods, rules of the sport and other team rules. I understand that all instructions and warnings, verbal and written, are incorporated by reference into this agreement and hereby expressly promise to support my child/ward in obeying all such instructions and warnings. I therefore expressly agree to direct and to encourage my child/ward to obey all of the coaches' instructions and warning.

I expressly give my permission to

to select and secure medical attention as may be necessary or advisable, and to transport or obtain transportation of my child to a medical facility or hospital if, in the opinion of

staff, medical attention is required. I agree to pay all costs associated with such medical care and related transportation and shall defend, indemnify and hold harmless

against and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. I also authorize on behalf of my child disclosure of protected medical information necessary to provide, coordinate, or manage my child's healthcare consistent with the dictates of HIPAA or other law, and to the extent that such use or disclosure is required by law.

Moreover, I sign this Waiver and Release in my capacity as a parent because I choose to have my child participate in

I made this important family decision with full awareness of the risk of injury to my child and the financial risk to the family as a whole.

I further attest that I have discussed all aspects of the

with my child/ward, including but not limited to, the rules of play and the need to adhere to such rules, the risks associated with the

the responsibility to follow the directions of the coaches/staff/adults, how to request help if needed, the need to inspect equipment before use, and the need to utilize safety equipment as designed and intended. As the parent, I am aware of the capacity of my child/ward and am confident that he/she understands all the associated risks and has assumed those risks.

I further attest that I have legal authority to sign this Waiver and Release on behalf of my child/ward.

Parent/Guardian Signature _____

Parent/Guardian Printed Name:

Date: