

# Release and Waiver of Liability

\_\_\_\_\_ (“Client”) is a nonprofit holding \_\_\_\_\_ (“Event”). By signing below, and in consideration of the opportunity to participate in the Event, the undersigned agrees that:

## Safety

For my safety and that of others, I will comply with Client rules and directions. I will tell Client if I see any hazardous condition or danger at the site.

## Physical Condition

I understand that participation in Event may be physically demanding and that I shouldn’t participate unless I’m medically able to do so. I understand that I’m responsible for knowing my own physical condition and making my own decisions about participation. I confirm that I’m in adequate physical condition to participate. If at any time I feel unable to continue participating, I will stop.

## Understandings

I understand that participation in Event has risks that may arise from my own actions or the actions of Client, other participants, or others present at the site. These may arise from risks inherent to physical exertion, including bodily injury and death, and from conditions at the site, including uneven terrain, allergens, insects, dust, noise, lack of lighting, weather, use of equipment, and unforeseen acts of third parties. I understand that Client doesn’t provide security at the site, and that it doesn’t control the conduct of participants or others present at the site. [I understand that participants or others may be consuming alcohol or using cannabis or other substances.]

## Awareness and Assumption of Risk

I confirm my understandings as stated above. With that information and awareness, I am knowingly participating in Event, and I knowingly assume and accept the risks of all injury, illness, disease, death, property damage or loss, financial obligation, loss of privacy, and all other injuries and other consequences that may result, directly or indirectly, from my participation in Event or my presence at or travel to the site, regardless of the cause.

## Waiver and Release of Claims

I waive and release Client and its directors, officers, agents, employees, volunteers and affiliates, and any sponsors of Event (collectively, “Released Parties”) from any and all liability, claims, costs, and damages of any kind which I or my heirs, next of kin or legal representatives may have or which may later accrue, resulting or arising directly or indirectly from (a) my participation in Event or presence at or travel to the site or (b) any first aid, transportation or medical care provided to me in connection with my participation. This release and waiver includes, in each such case, all claims in respect of death, personal injury, illness, property damage, loss, financial obligation, or expenses, and in each case regardless of the cause or whether such claims arise from tort, contract or otherwise, and even if caused by negligence, whether passive or active. I agree not to sue any of the

Released Parties on the basis of these waived and released claims.

## Medical Care Consent

I authorize Client to provide me first aid and to arrange medical assistance, transportation, and emergency medical services for me if I get hurt during my participation in Event. I have adequate health insurance to cover any injury if I get hurt. I will pay for any costs related to my medical treatment and transport.

## Use of My Name and Image

Client may take photos or videos of me during Event. I consent to the use by Client of my image, voice, name and/or story in any format, including video, print, or electronic (collectively, “Materials”), as Client may deem appropriate to promote its programs or for any other purposes. Client may make the Materials available on its website, in its publications, or through any other media, including social networking platforms. I waive any right to inspect or approve the finished product or to receive any payment. I grant to Client all copyrights in the Materials and waive any legal claims relating to the Materials, including those relating to copyright or rights of publicity or privacy.

## [Indemnification

I will defend, indemnify, and hold each Released Party harmless from and against any and all liability, loss, damages, claims, and attorney fees it may suffer resulting or arising directly or indirectly from my participation in Event, except and only to the extent the liability is caused by the gross negligence or willful misconduct of the relevant Released Party.]

## Information Collection

I consent to Client collecting personal information from me and using it for planning, organizing, promoting, and conducting Event, and for following up with me after my participation. I understand I can opt out from these communications.

## Definition; Who Benefits

The term “Event” as used in this Release and Waiver of Liability means all activities relating to and incident to the tournament, including, without limitation, being present at the site, travel to and from the site, participating in Event, and publicity by Client and my employer. This Release and Waiver of Liability will be legally binding not only on me but also my heirs, next of kin, and legal representatives. I understand that the confirmations, assumptions, releases and waivers, and agreements I make in this Release and Waiver of Liability run in favor of, and may be enforced by, each of the Released Parties.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Emergency Contact/Phone

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