

DODGEBALL TOURNAMENT WAIVER FORM TOURNAMENT

DATE: February 8, 2019

PARTICIPANTS NAME: _____ AGE: _____

TEAM NAME: _____ EMERGENCY CONTACT: _____

RELATIONSHIP: _____ EMERGENCY PHONE NUMBER: _____

ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

In exchange for being permitted to participate in, I, on behalf of myself, my heirs, executors, agents, administrators, assigns and all other persons claiming through me, voluntarily agree to and hereby knowingly, fully and completely waive and release College, its officers, directors, employees, affiliates, subsidiaries or agents (“RELEASEES”) from any and all claims, demands, causes of action that might hereafter be asserted, arising out of, or in any way connected with, my participation in: the DODGEBALL TOURNAMENT at Alpena Community College on February 8, 2019 (“TOURNAMENT”). This waiver and release includes, but shall not be limited to, waiver of the right to initiate, proceed with, or participate in any state or federal lawsuit, any administrative complaints, statutory or common law claims, or civil rights charges, that may arise against the RELEASEES out of or in connection with my participation.

Risks of participating in this TOURNAMENT and related activities include, but are not limited to, injury to the head, neck or spine; injury to muscles, bones, ligaments, tendons and other connectivity tissues; injury to internal and external organs, loss of or damage to sight, hearing, or teeth; long or short term disability; loss of income, career opportunities or the enjoyment of life and; pain, and scarring or disfigurement. The causes of possible injury are many, including but not limited to: injury from bodily contact, incidental or inherent in the nature of the activity; slipping and falling or tripping on surfaces, regardless of physical or environmental conditions; injury from warming up, practicing or training for participation; injury due to supervision or lack of supervision by RELEASEES, or to rules or regulations and instructions (or lack thereof) regarding the use of equipment or tools or to the nature of the activity itself, particularly in activities involving contact (or potential contact) with other persons, equipment or balls; or injury due to a disparity among other participants or teams with respect to experience level, strength, height, weight, age, ability, and the relative competitiveness or maturity of, between or among other participants; and malicious acts of other participants, regardless of whether RELEASEES had or should have had knowledge of the likelihood of malicious acts by such participant. The risk of injury from many of the activities is significant, including the potential for permanent paralysis and death, and while particular skills, rules, equipment, and personal discipline may reduce this risk, the risk of serious injury cannot be eliminated.

Assumption of Risk. I KNOWINGLY AND FREELY ASSUME ALL RISKS RELATED TO OR ARISING OUT OF ANY TOURNAMENT ACTIVITY, both known and unknown, EVEN IF ARISING OUT OF NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my participation.

Indemnity. I further agree to indemnify, defend, save, and hold harmless the RELEASEES from and against any and all claims, demands, liabilities, damages, actions, causes of action, losses, injuries, costs, or expenses, including attorneys’ fees, arising out of or in any manner connected with my participation in the TOURNAMENT, except to the extent caused solely by the willful misconduct of the RELEASEES. I acknowledge that the agreements made herein were and will continue to be material and important consideration and inducement to RELEASEE’S admittance of me to the TOURNAMENT.

I HAVE READ THIS AGREEMENT AND VOLUNTARILY AGREE TO ITS TERMS:

Participant’s Signature: _____ Date: _____

Participant’s Printed Name: _____

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DATE: February 8, 2019

PARENTS OR GUARDIAN'S INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of my minor child ("PARTICIPANT" named above) being permitted to participate in the TOURNAMENT, I voluntarily accept the terms of the ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT, and further agree to defend, indemnify and hold harmless RELEASEES from any and all claims, demands, causes of action including any and all acts or omissions by RELEASEES, that might hereafter be asserted, arising out of, or in any way connected with, my child's participation in the TOURNAMENT

I further acknowledge and agree:

- My child's participation in this TOURNAMENT does not create any custodial duty on the part of the College, its administrators, faculty, employees and agents and/or representative owed to the student or student's parents;
- Student's participation in this TOURNAMENT does not create any voluntary duty on the part of the College, its administrators, faculty, employees and agents and/or representative owed to the student or student's parents;
- Student's participation in this program does not create a special relationship between the College, its administrators, faculty, employees and agents and/or representative and the student or the student's parents;
- Responsibility for training the student regarding personal safety remains solely with me as the student's parent;

I HAVE READ THIS AGREEMENT AND VOLUNTARILY AGREE TO ITS TERMS:

Parent or Guardian Signature: _____ Date: _____
Parent or Guardian's Printed Name: _____