



# PARTICIPATION WAIVER

Community Center and Playground

District No. 1 of Ward Six

**Hold Harmless Agreement**

I do hereby certify that all information on this form is correct and that the Community Center and Playground District No. 1 of Ward Six, (also referred to as the 'Ward Six Rec Board,' 'Ward Six,' or 'The Rec Board') and its affiliates, designated organizations, paid and volunteer workers will not be held responsible for any injury to the participant while participating in any of the recreation program and/or activities at any facilities and/or during transportation to & from said facilities. Participants are responsible for arranging their own transportation to & from all activities and assume all liabilities related to said transportation. I further understand that the Community Center and Playground District No. 1 of Ward Six and its affiliates do not provide health and liability insurance coverage for accidents or injuries that occur because of participation in or use of their facilities. I fully understand that there are serious risks from participating in recreation, sports, and/or other physical activities. All persons participating in these activities and/or using properties/facilities either owned, leased, or made available by alternative arrangements by Community Center and Playground District No. 1 of Ward Six or its affiliates agree to conduct themselves according to the Rec Board's Code of Conduct and abide by all disciplinary actions imposed by the Rec Board including but not limited to denial of participation. This release is valid for all Ward Six Rec Board sponsored programs and activities until revoked in writing.

The registering party verifies that the participant health and fitness is now and at all future time periods will be acceptable to participate in Ward Six Rec Board programs and/or activities. I understand Ward Six Rec Board requests that all participants consult their physician before becoming physically active.

The Rec Board and its affiliates may use text and email to provide information including, but not limited to, registration, draft dates, tryout dates, and upcoming events.

I hereby grant permission to the Community Center and Playground District No. 1 of Ward Six, to take and use: photographs and/or digital images of myself and/or child(ren) for use in news releases and/or materials as follows: printed publications or materials, electronic publications, or web sites. I authorize the use of these images without compensation to me. All negatives, prints, digital reproductions shall be the property of the Community Center and Playground District No. 1 of Ward Six.

Teams are not guaranteed for any age division for any sport. Teams will be filled contingent upon participant interest and coach availability. If a team cannot be filled, fees will be refunded.

Poor sportsmanlike conduct will not be tolerated. The Rec Board and its affiliates reserve the right to deny entry or participation to any fan, parent, or participant for any reason they deem necessary in order to maintain a safe and peaceful environment.

There are certain inherent risks associated with participating in sports and/or athletic training that cannot be eliminated. These risks include, but are certainly not limited to: (1) minor injuries such as scratches, cuts, bruises and strains; and (2) major injuries such as injuries to the eyes, infection, loss of sight, joint injuries, back injuries, heart attacks, concussions, paralysis and even death. Also included in these risks are the same or similar injuries that might result from using training equipment, actual use of a field or training facilities, the acts of others or from the unavailability of emergency staff or emergency medical care (hereinafter we shall define all of these risks and potential injuries as "Risks"). All of these Risks will be present in the activities that you and/or your minor will be participating in at Acme Athletics (the "Activities"). HAVING READ THIS PARAGRAPH and having an appreciation for and an UNDERSTANDING OF THESE RISKS, you hereby affirm that you and/or your minor's participation in these Activities is voluntary and that you agree on behalf or yourself or your minor to all of the following: 1. ASSUMPTION OF RISK I, on behalf of myself and/or my minor, ASSUME ALL OF THE RISKS THAT MAY OR CAN ARISE OUT OF PARTICIPATING IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE ATHLETIC ACTIVITY ITSELF, USE OF THE EQUIPMENT, FIELD OR FACILITIES, THE ACTS OF OTHERS OR THE UNAVAILABILITY OF EMERGENCY CARE, as well as those Risks described in the preceding paragraph. 2. INDEMNITY/HOLD HARMLESS I, on behalf of myself and/or my minor and/or our heirs, personal representatives and/or assigns, also agree to indemnify and hold Acme Athletics, as well as their affiliates, parents, subsidiaries, assigns, partners, attorneys, members, employees, independent contractors, shareholders, officers, directors, and agents or any producers, investors, cast members or any other person or entity associated in any way with the ownership, operation or affiliation with recreational facilities and the creation, production or distribution of Acme Athletics-related marketing content on any Acme Athletics-owned website, harmless from any and all claims, causes of actions, lawsuits, arbitrations or



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proceedings as well as from any expenses, judgments, costs, fees, damages, expenses and/or liabilities, including attorneys' fees incurred in defending or prosecuting any such claims brought against Acme Athletics as the result of my or my minor's participation in the Activities. I hereby allow Acme Athletics to use my or my minor's image or likeness without current or future compensation for marketing purposes related to Acme Athletics. 3. RELEASE/WAIVER In consideration for being permitted to participate in the Activities, I, on behalf of myself and/or my minor and/or our heirs, personal representatives and assigns HEREBY RELEASE, WAIVE AND DISCHARGE Acme Athletics from any and all liability associated with or related to my or my minor's participation in the Activities and agree NOT TO SUE Acme Athletics for any reason resulting from or associated with my or my minor's participation in the Activities. This waiver and release is intended to include all claims for injuries, accidents, illnesses, or property loss, whether known or unknown or anticipated or unanticipated, which are in any way related to or associated with the Activities. 4. NO INSURANCE I, on behalf of myself and/or my minor, acknowledge that Acme Athletics does not carry insurance on behalf of myself or my minor. 5. LEGAL RIGHTS I, on behalf of myself and/or my minor, understand and acknowledge that I/we are surrendering valuable legal rights in this agreement. 6. SEVERABILITY I, on behalf of myself and/or my minor, understand and expressly agree that this agreement is intended to be as broad and inclusive as permitted by the law of the State for which it is used and that if any portion of this agreement is held invalid, it is agreed that the balance of the agreement shall continue in full force and effect and that whatever portion is held invalid shall be interpreted and construed to afford as much protection to Acme Athletics as permitted by the applicable