

## Participant Release, Waiver of Liability, and Indemnity Agreement<sup>1</sup>

I, \_\_\_\_\_, (the "Participant") have voluntarily applied to participate in the \_\_\_\_\_ occurring on or during the period \_\_\_\_\_ (collectively the "Activity") and I agree as follows:

**Acknowledgments.** (1) I am participating in the Activity of my own free will; (2) I understand the nature of the Activity; and (3) I am qualified, in good health, and in proper physical condition to participate in the Activity.

**Assumption of Risk.** (1) I am aware that the Activity may present certain risks of injury (including illness, or death or loss of or damage to my property) and I agree to assume those risks and any other unknown risks. and (2) I acknowledge and agree that the parties involved in the Activity, including but not limited to sponsors, supervisors, coordinators, and property owners, have no obligation to provide me with any insurance or other financial assistance for injury, illness, or death or loss of or damage to property resulting from the Activity and expressly waive any claim for such compensation.

**Medical Treatment.** In the event of a medical emergency, I consent to receive necessary medical treatment until the following contact can be notified and I agree to be responsible for the payment of such treatment:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

**Waiver and Release.** I, on behalf of myself, my heirs, next of kin, spouse, and legal representatives, hereby release, waive, discharge, and agree not to sue the parties involved in the Activity, including but not limited to sponsors, supervisors, coordinators, and property owners, along with their respective affiliates, successors or assigns, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Released Parties") from any and all negligence and liability for injury, illness, death, or property damage resulting, directly or indirectly, from the Activity except if caused by the gross negligence or intentional misconduct of any of the Released Parties which shall not be imputed to the other Released Parties.

**Indemnity.** If, despite the Waiver and Release above, I or anyone on my behalf makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

**Promotion.** I consent to any photographic images or video or audio recordings taken during the Activity and grant and convey all rights, title, and interest of such images and recordings to the sponsor of the Activity.

**Severability.** This Participant Release, Waiver of Liability, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I ACKNOWLEDGE THAT I AM AGE 18 OR OLDER, I HAVE READ THIS PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PARTICIPANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

### MINOR RELEASE: (must be completed by Parent/Guardian for a Participant under the age of 18)

I, THE PARENT OR GUARDIAN OF THE PARTICIPANT, HAVE READ THIS PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PRINTED NAME OF PARENT/GUARDIAN: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

<sup>1</sup> This Agreement is required in order to participate in an athletic activity, trip, or, where applicable, a third party event at a Diocese Location.71 Participant Release and Waiver of Liability 2016 07 01 RCBM final5.docx