

### **Event Waiver and Release of Liability SEMSS 17th ANNUAL**

WARNING: READ THIS EVENT WAIVER AND RELEASE OF LIABILITY AGREEMENT (THE "AGREEMENT") CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS. BE AWARE THAT BY EXECUTING THIS AGREEMENT AND PARTICIPATING IN THIS EVENT, YOU WILL BE EXPRESSLY ASSUMING THE RISK AND LEGAL LIABILITY, AND WAIVING AND RELEASING ANY CLAIMS FOR INJURIES, DAMAGES, OR LOSS WHICH YOU MIGHT SUSTAIN AS A RESULT OF ANY ACTIVITIES CONNECTED WITH PARTICIPATION IN THE EVENT. DO NOT SIGN (OR CLICK TO AGREE) THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

Warning of Risks and Assumption of Risks. Participation in the Event may challenge and engage your physical and mental resources. You should not participate in the Event if you have any health conditions affecting your ability to participate. You should seek advice from your physician before participating in the Event. There is always a risk of injury when participating in exercise activities and, understandably, not all hazards and dangers can be foreseen. Participation in the Event may involve inherent risks, dangers and hazards, which may occur without warning, or be due to poor skill level, lack of conditioning, carelessness and other unforeseen, unidentified or unexpected perils inherent in physical activities. By execution of this Agreement, I acknowledge that I understand the risk and danger of accidents, physical injury, effects of exercise, and the unpredictable nature of the human body and the activities inherent in the nature of the Event. I acknowledge that I am a voluntary participant in this Event, and in good physical condition. I further acknowledge that physical exercise and participation in this Event will challenge and engage my physical resources. I have either visited with my physician and received doctor's advice and consent to my exercise program or have waived such advice and consent of my doctor, and accept any and all risks.

Waiver, Release and Indemnification. I UNDERSTAND AND ACKNOWLEDGE THAT NEITHER THE SPONSOR OR ANY OF ITS AFFILIATES ARE INSURERS OF MY CONDUCT AND SAFETY. I KNOW THAT THIS EVENT IS A POTENTIALLY HAZARDOUS ACTIVITY AND I HEREBY ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ANY INJURY OR ACCIDENT WHICH MAY OCCUR DURING MY PARTICIPATION IN THIS EVENT. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE, WAIVE, HOLD HARMLESS AND COVENANT NOT TO FILE SUIT AGAINST THIS EVENT, THE SPONSOR AND ANY AFFILIATED INDIVIDUALS OR ENTITIES ASSOCIATED WITH THIS EVENT (INCLUDING ALL TRUSTEES, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS AND REPRESENTATIVES OF THE SPONSOR) (THE "RELEASEES") FROM ANY AND ALL LOSSES, DAMAGES, LIABILITIES OR OTHER CLAIMS AND CAUSES OF ACTION WHATSOEVER THAT I MAY HAVE ARISING OUT OF MY PARTICIPATION IN THIS EVENT, INCLUDING PERSONAL INJURY, DEATH OR DAMAGE SUFFERED BY ME, MY PERSONAL PROPERTY OR OTHERS, WHETHER THE SAME BE CAUSED BY FALLS, CONTACT WITH OTHER PARTICIPANTS, CONDITIONS OF THE COURSE, NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I AGREE THAT, IN THE EVENT ANY PERSON BRINGS ANY CLAIM OR ACTION INDIVIDUALLY OR ON MY BEHALF, RELATED TO ANY INJURY OR LOSS SUFFERED BY ME AS A RESULT OF MY PARTICIPATION IN THE EVENT, THAT I WILL INDEMNIFY THE RELEASEES AGAINST SUCH CLAIMS, INCLUDING THE PAYMENT OF ATTORNEY FEES. I AGREE THAT THIS AGREEMENT SHALL BIND MY GUARDIAN, ASSIGNS, HEIRS, ADMINISTRATORS AND EXECUTORS FOREVER.

I understand that this Waiver and Release may be stored electronically and agree that a copy is authentic and admissible as evidence in any future dispute or proceedings.

If I do not follow all the rules of this Event, I understand that I may be removed from the Event. I give my full permission to this event and their sponsors and corporate sponsors to use any photographs, videotapes or other recordings of me that are made during the course of this Event.

NAME OF PLAYER: \_\_\_\_\_

Player Signature (or Parent/Guardian if under age 18): \_\_\_\_\_