

ADAPTIVE SPORTS

NORTHWEST



General waiver & release of liability – to be completed by all participants.

Adaptive Sports Northwest (ASNW) non-commercial, is a not for profit activity provider. The purpose of this ASNW Waiver & Release of Liability Agreement is to exempt, waive, and relieve Released Parties from any and all liability for any harm, wrongful death, personal injury, property damage, claim or cause of action, including, but not limited to liability arising from the negligence of Released Parties. “Released Parties” include ASNW and their affiliates, successors, predecessors, parents, subsidiaries, owners, representatives, administrators, directors, officers, agents, coaches, employees, contractors, assigns, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

In consideration of the undersigned Participant being allowed to participate in any way in ASNW related events and activities, the Undersigned (“Undersigned” means the Participant or the Participant’s parent, legal guardian, or legal representative when the Participant is under the age of 18 or legally incapacitated) agrees and acknowledges as follows:

- 1. Risks of Activity.** Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and negligence of the Released Parties. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.
- 2. Risks of Participation.** The Undersigned recognizes and understands that while Released Parties have undertaken reasonable steps to lessen the risk of transmission of communicable diseases, including but not limited to, COVID-19, in connection with participation in the activities, the Released Parties are not responsible in any manner for any risks related to communicable diseases in connection with Participant’s participation in the activities. Specifically, the Undersigned understands that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death
- 3. Release and Indemnification.** Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant’s participation in any ASNW events or activities or the presence on or travel to the premises where such events or activities take place, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims, or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant’s participation in such events or activities or the Participant’s presence on or travel to the premises where such events or activities take place.
- 4. Helmet Use.** Undersigned agrees that Participant shall use a helmet when participating in activities when directed. Undersigned agrees to assume full responsibility for complying with this

paragraph and that Released Parties shall not be liable for any injury or damages resulting from Participant's failure to use a helmet.

5. Medical Treatment. Undersigned understands that the Released Parties do not have medical personnel available at the location of the activities. Undersigned hereby grants the Released Parties permission to administer first aid or to authorize emergency medical treatment, if necessary. Undersigned understands and agrees that any such action by the Released Parties shall be subject to the terms of this agreement and release, including any liability arising from the negligence of the Released Parties when administering first aid or authorizing others to do so. Undersigned understands and agrees that the Released Parties do not assume responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

FOR PARTICIPANTS UNDER THE AGE OF 18

Undersigned parent, or legal guardian, or legal representative acknowledges that they are not only signing this Agreement on their behalf, but that also sign they are also signing on behalf of the minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this Agreement.

By signing below, I hereby represent that I am the parent, legal guardian, or legal representative of a minor, or legally incapacitated adult Participant and that I have the authority to sign on the Participant's behalf.

I have carefully read this agreement and understand its contents. I am aware that I am releasing legal rights that otherwise may exist. By signing below, I hereby represent that I am at least 18 years of age and fully competent to sign this agreement on my own behalf.

MEDIA/PHOTO WAIVER:

Undersigned authorizes and gives full consent to Released Parties to copyright and/or publish for public view any and all photographs, digital recordings, videotapes, and/or film in which participant appears for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations.

THIS RELEASE HAS BEEN READ CAREFULLY AND ALL ITS TERMS FULLY UNDERSTOOD.

Participant's Printed Name: _____ **Age:** _____ **Date:** _____

Participant's Signature: _____ **Phone:** _____

Email Address: _____

Emergency Contact: _____ **Phone:** _____

FOR PARENTS / GUARDIANS OF PARTICIPANTS OF MINOR

Parent / Guardian Printed Name: _____ **Date:** _____

Parent / Guardian Signature: _____ **Relation:** _____