



## ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

Today's Date: \_\_\_\_\_

**I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT,** including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, errors, next of kin, successors, and assigns as follows:

### **WAIVER, RELEASE AND HOLD HARMLESS/INDEMNITY:**

(A) I HEREBY WAIVE AND RELEASE NINJA COALITION, UH HOLDINGS LLC (hereinafter referred to as NC, LLC), IMMANUEL CHURCH OF THE NAZARENE AND ALL SPONSORS, LABORERS, VOLUNTEERS, MONITORS, AND ORGANIZERS (hereinafter referred to as "RELEASEES"), FROM ANY AND ALL CLAIMS, LIABILITIES OR CAUSES OF ACTION, WHETHER CAUSED BY RELEASEES' NEGLIGENCE OR OTHERWISE, INCLUDING WITHOUT LIMITATION TO DEATH, DISABILITY, BODILY INJURY, PROPERTY DAMAGE, PROPERTY THEFT, OR ANY OTHER LOSS, DAMAGE OR ANY INCONVENIENCE WHATSOEVER, ARISING FROM MY PARTICIPATION IN THIS EVENT ("CLAIMS").

(B) ADDITIONALLY I PROMISE NOT TO SUE, AND AGREED TO DEFEND, INDEMNIFY, AND HOLD HARMLESS RELEASEES from any and all liabilities or claims arising either directly or indirectly, as a result of participation in this activity, whether caused by the negligence of RELEASEES or otherwise.

**Assumption of risk:** I acknowledge that this activity may involve a test of a person's physical limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration or nutrition, and actions of other people including, but not limited to, participants, volunteers, monitors, and or producers of the activity. These risks are not only inherent to participants but are also present for volunteers. I assume all risks associated with this activity or event.

**Media release:** I grant for permission to NC LLC, and impressions Design + Marketing, INC., to use photographs, videos and other types of recordings of me and advertising, trade or any commercial purpose and legitimate accounts and promotions of this event and for NC, LLC to share my contact information with any related sponsors. I waive the right to inspect versions of my images for publication or the written copy or connection with the images.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and or illness during this activity.

**Participant's Signature** \_\_\_\_\_ **(if participant is under age 18 parent must sign here as well as the attached page)**

**Print Participant's Name:** \_\_\_\_\_

## Agreement for Minor:

**For all persons under eighteen (18) years of age, a parent or legal guardian must sign the following acknowledgement.**

I/we fully understand that my/our child's participation in this event may entail the risk of physical injury. Although the Releasees desire to provide a safe and enjoyable time for all participants, injuries can still occur. I/we understand that there are risks/dangers involved in this event and its associated activities. I/we represent that my/our child is physically able to participate in this event.

Recognizing this risk, I/we agree to hold harmless the Releasees from any and all claims, including, but not limited to, personal injury or damage to personal property, arising from my/our child's participation in this event.

I/we further agree to release and indemnify Releasees, together with their agents, assigns, employees, leaders, volunteers, officers, directors and/or representatives in the event any claim for any loss or damage is brought on my/our child's behalf and, if necessary, in order to save Releasees so harmless, to satisfy on its behalf, any judgment against it arising in any way out of injury or damage claims brought by or on behalf of my/our child.

In the case of injury, illness or other emergency, I/we request that I/we be contacted as soon as practically possible. If I/we cannot be reached due to the nature of the circumstances, I/we give permission for Releasees, together with its agents, assigns, employees, leaders, volunteers, officers, directors and/or representatives to contact emergency medical personnel, or any licensed physician, to treat my/our child and to contact me as soon as practically possible thereafter.

I/we authorize and consent to any x-ray examination, anesthetic, medical, or surgical diagnosis or treatment and hospital care, which in the best judgment of a licensed physician is deemed advisable. I/we agree to assume the financial responsibility for expenses incurred as a result of those services being provided. I/we also agree to be financially responsible for emergency medical transportation.

In cases where medical care is needed, but the situation is not an emergency, Releasees, will make every effort to contact me/us before treatment is provided.

By signing below, I certify that I am the parent or legal guardian of the minor listed below.

**Participant/Minor Full Name (Please Print):**

**Date of Birth:**

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**Email:**

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**Parent/guardian signature:**

**Date**

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Print Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Emergency Phone Number: \_\_\_\_\_