



# 2019 ACCEPTANCE OF RISK WAIVER AND RELEASE OF LIABILITY

We, the undersigned, represent, acknowledge and accept that participation in the activities for which the Participant is registered includes strenuous physical activity and involves foreseeable risks of serious injury (including paralysis and even death) with or without the negligence of others. Participant, on his or her behalf, and the parent/guardians, on behalf of Minor Participant as well as on their own behalf, unequivocally agree to incur and assume such risks as a condition to participation in the activities for which Participant is registered.

In order to induce Indiana Elite™ to register Participant and in partial consideration for Participant’s opportunity to participate, the Participant (and the Minor Participant’s parents/guardians on behalf of Minor Participant and on their own behalf) hereby waive all claims (past, present or future), release and discharge, covenant not to sue, and agree to indemnify and hold harmless Indiana Elite™ (as well as its officers, employees, agents and coaches) from any and all liability, loss, cost, expense, claims, demands, actions, judgments and executions which the undersigned ever had, now has, or which the undersigned may have in the future, for personal injuries, known or unknown, and damage to property (real or personal) in any way caused by, related to, or arising out of, directly or indirectly, the activity for which Participant is registered or in which Participant is permitted to engage. The undersigned represents and agrees that this waiver and release is binding not only on the undersigned, but also upon their respective heirs, representatives, administrators, executors, and assigns. This release covers every possible injury or accident of every sort and nature, whether related to the permitted activity, the equipment, the condition of the premises, or otherwise, and regardless of whether due in whole or in part to the negligence of a releasee or other Participant.

If travel to or from any activity or event is provided, then this release also covers such away event, as well as travel to or from such event. In addition, if any anyone (whether a Participant, Minor Participant’s parent/guardian, or anyone else on behalf of a Participant or parent/guardian) makes a claim against any of the releasees despite their release, then the undersigned (joint and severally) agree to indemnify and hold harmless, each of the releasees from any litigation expenses, attorney fees, loss, liability, damages or cost any releasee may incur as the result of any such claim.

The undersigned represent that the Participant is healthy and has no physical or mental condition that would impair Participant’s ability to fully and safely participate in the contemplated activity.

The intent of this document is to relieve the releasees to the fullest extent permitted by law of any responsibility or liability for injury or damage arising out of the contemplated activity. As a consequence, if any term or condition in this document is determined by any court of competent jurisdiction to be overbroad or otherwise unenforceable for any reason, then the undersigned stipulate and agree not only that the remainder should be enforced, but also that the otherwise unenforceable term should be reformed and enforced to the fullest extent permitted by law.

I understand that Indiana Elite™ from time to time produces promotional materials relating to its programs. I understand that as a participant in its programs that my child may be included in videotapes or photographs taken during at official program events and performances. Therefore, without restriction or limitations, I, in my own behalf and on behalf of the participant, hereby assign, transfer and grant to Indiana Elite™ the exclusive right to photograph and/or videotape the participant and to utilize such videotapes and photographs and minor’s face, likeness, voice and appearance in its advertising and promotional materials. I further understand that Indiana Elite™ is under any obligation to exercise any of the foregoing rights, licenses or privileges. I further understand that by providing my email address I am agreeing to email notices of information, invoicing and events updates.

Each of the undersigned represent that they have read and understand the terms of this Acceptance of Risk Waiver and Release of Liability, and are voluntarily signing the same, expecting Indiana Elite™, to rely on the same.

\_\_\_\_\_   
Participant Name

\_\_\_\_\_   
Age Birth Date

\_\_\_\_\_   
***Participant Signature (if 18 years of age or older)*** ***Date Signed***

***If under 18 years of age, Parents/Guardians Signature:***

By signing below Parent/Guardian represents that all parents/guardians have signed and/or that he/she is authorized to sign on behalf of any non-signing parent/guardian.

\_\_\_\_\_   
Parent/Guardian Signature

\_\_\_\_\_   
Cell Phone (xxx) xxx-xxxx

\_\_\_\_\_   
Parent/Guardian Printed Name

\_\_\_\_\_   
Email Address

\_\_\_\_\_   
Date