**WAIVER, RELEASE AND ASSUMPTION OF LIABILITY**

**Read Carefully. This Agreement is legally binding and includes a release of certain legal rights.**

In consideration of being allowed to participate in events or individual training at the grounds leased by Red River Valley NAVHDA Chapter and/or its affiliates (collectively, “RRV NAVHDA”) (the “Activity”), I agree to the terms of this Waiver, Release and Assumption of Liability agreement.

1) I agree, appreciate and acknowledge that inherent known and unknown risks exist with respect to participating in the Activity. I understand that all of the risk factors are not foreseeable. The risks include, without limitation, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, death, and acts of other participants. I acknowledge that I could suffer serious injury, disability or even death, and that loss or damage to my property may occur as a direct or indirect result of my participation in and/or presence in the area of the Activity. Notwithstanding the inherent risks of the Activity, both foreseeable and unforeseeable, I VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS RELATING TO PARTICIPATION IN AND PRESENCE AROUND THE ACTIVITY, INCLUDING DUE TO NEGLIGENCE of RRV NAVHDA, Activity operators, and each of their respective officers, employees and agents, as well as other participants, spectators, owners and lessors of premises used to conduct the Activity, and others (collectively, the “Releasees”).

2) I agree to comply with the instructions communicated to me and the stated and customary terms and conditions for participation in and/or presence in the area of the Activity. If I observe any unusual significant hazard with respect to my presence at or participation in the Activity, I will remove myself from participation and bring it to the attention of the persons operating the Activity.

3) TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY WAIVE AND RELEASE RELEASEES FROM CLAIMS AND LIABILITY WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO PROPERTY THAT I SUFFER RELATING TO MY PARTICIPATION IN OR PRESENCE IN THE AREA OF THE ACTIVITY, AND I AGREE NOT TO BRING ANY ACTION AGAINST RELEASEES AND TO HOLD HARMLESS AND INDEMNIFY RELEASEES FOR ANY AND ALL CLAIMS ARISING DIRECTLY OR INDIRECTLY FROM NEGLIGENCE OF RELEASEES. Rights arising from willful misconduct, recklessness or other actions that may not be waived or released under applicable law are unaffected by this Waiver, Release and Assumption of Liability.

**I HAVE READ THIS WAIVER, RELEASE AND ASSUMPTION OF LIABILITY, FULLY UNDERSTAND THAT BY SIGNING IT I AM GIVING UP SUBSTANTIAL RIGHTS, AND I AM SIGNING IT FREELY AND VOLUNTARILY.**

Signature: Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:

**SIGNATURE OF PARENT OR GUARDIAN FOR PARTICIPANTS**

*(Must be completed for participants under the age of 18)*

As parent/guardian with legal responsibility for the participants listed below, I consent and agree to the above terms and, to the fullest extent permitted by law, for myself, other parents/guardians of this participant, my and their heirs and assigns, I waive and release, and agree not to assert any claim and to hold harmless and indemnify, Releasees from any and all claims, injury and damage that arises directly or indirectly from negligence of any of the Releasees relating to this participant’s participation in or presence in the area of the Activity.

|  |  |
| --- | --- |
| Participant 1:  | Participant 2:  |
|  |  |
| Participant 3:  | Participant 4:  |
|  |  |
| Participant 4:  | Participant 6:  |
|  |  |
|  |  |

Signature: Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Parent/Guardian Signature)

Print Name: