

# HUNTERDON LIONS TRACK CLUB

## PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Event Name: SIXTH ANNUAL SKYLANDS CONFERENCE YOUTH TRACK AND FIELD CHAMPIONSHIPS

Sanction #: TBA

Event Date(s): MAY 20, 2018

Event Location: NORTH HUNTERDON HIGH SCHOOL – SINGLEY FIELD

For and in consideration of the HUNTERDON LIONS TRACK CLUB (“Event Organizer”) allowing the minor identified below (the “Minor”) to participate in the USATF sanctioned event described above (the “Event”); I, for myself, and on behalf of Minor, and the Minor’s other parents/ legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns (collectively, the “Releasors”), hereby agree to and make the following representations, warranties, waivers and releases in this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (this “Agreement”);

1 I hereby represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Event; and (iii) the Minor is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the Minor’s ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the Event, that I am responsible for the Minor’s safety and well being at all times and under all circumstances while at the Event site.

2 I understand and acknowledge the risks and dangers associated with the Minor’s participation in track & field. Participating in the Event will represent a significant to extreme test of the Minor’s physical and mental limits. I understand that the Minor’s participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizer; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”). I understand that these Risks may be caused in whole or in part by the Minor’s own actions or inactions, the actions or inactions of others participating in the Event, coaching at, working at, spectating at or otherwise attending the Event, or the negligent acts or omissions of the Released Parties defined below. On behalf of the Minor and other Releasors, I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which may be incurred as a result of the Minor’s participation in the Event.

3 I understand that the Minor is required to be familiar with and to abide by the USATF Bylaws, Operating Regulations, and Competition Rules established for the Event, including any safety regulations established for the benefit of all participants. I understand that the Minor is required to be familiar with and to abide by the Event Organizer’s policies and procedures established for the Event, including any safety regulations established for the benefit of all participants. I accept sole responsibility for the Minor’s conduct and actions while participating in the Event, and the condition and adequacy of the Minor’s equipment.

4 On behalf of the Minor, I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Hunterdon Lions Track Club, USA Track & Field, Inc. and its Associations and Committees, North Hunterdon High School, the timing company providing timing and/or meet setup services, Event officials; Law Enforcement Agencies, emergency medical service provides and other Public Entities providing support for the Event; and each respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers of all the aforementioned parties (collectively, the “Released Parties”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees and expenses) of any kind or nature (each, a “Liability”) which may arise out of, result from, or relate in any way to the Minor’s participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, the Minor, or anyone on the Minor’s behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, the Minor’s parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severed from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement shall be governed by the domestic, internal laws of the State of New Jersey and exclusive jurisdiction and venue for any litigation arising out of the event shall be in Hunterdon County, New Jersey, without any objection on the basis of inconvenience of forum, subject matter jurisdiction or otherwise.

Name of Minor: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_/\_\_/\_\_\_\_  Male  Female

Home Address: \_\_\_\_\_ Home Tel.: (\_\_\_\_) \_\_\_\_\_

X \_\_\_\_\_  
Signature of Parent/Legal Guardian for Minor

Dated: \_\_\_\_/\_\_\_\_/2018  
Date Signed