

LIABILITY WAIVER FORM

READ THIS DOCUMENT COMPLETELY BEFORE SIGNING. BY SIGNING THIS DOCUMENT, YOU RELEASE THE LIONS CLUB DOWNHILL DERBY AND/OR THE CITY OF CONNERSVILLE AND/OR THE COUNTY OF FAYETTE, AND ANY PERSONS ACTING ON THEIR BEHALF, FROM ANY LIABILITY RESULTING FROM YOUR PARTICIPATION IN THE LIONS DOWNHILL DERBY AND WAIVE ALL CLAIMS FOR DAMAGES AGAINST THE LIONS CLUB DOWNHILL DERBY AND/OR THE CITY OF CONNERSVILLE AND/OR THE COUNTY OF FAYETTE.

IN CONSIDERATION of being permitted to participate in any way in the Lions Downhill Derby (hereafter referred to as "Activity", on Thursday, June 15 through Saturday, June 21, 2017, the undersigned Participant and Parent or Guardian (if under age 18):

1. Agree to hold harmless, release, indemnify and forever discharge the Lions Downhill Derby, Everton Lions Club, Connersville Lions Club, the City of Connersville and/or the County of Fayette, and any persons acting on their behalf, against any and all liability, claims, demands, costs and expenses (including attorneys' fees) arising out of or in any way connected with any bodily injury or property damage in any way relating to or arising out of participation in the Activity, even if the liability, claims, demands, costs and expenses may arise, in whole or in part, out of the negligence or carelessness of the persons or entities mentioned above.
2. The Participant and Parent or Guardian are aware that the Activity may include certain risks and dangers. Specific risks vary and can range from minor personal injuries such as scratches, bruises, and sprains to catastrophic injuries resulting in paralysis or death. By signing this agreement as Parent or Guardian, I am consenting to Participants' participation in the Activity and acknowledge that I understand that any and all risk, whether known or unknown, is expressly assumed by me and that all claims, whether known or unknown, are expressly waived in advance.
3. The Participant and Parent or Guardian understand and assume all the dangers and risks associated with this Activity and waive all claims or causes of action arising out of Participant's involvement in the Activity. To the best of their knowledge, Participant and Parent or Guardian are not aware of any mental or physical disability or health-related reasons or problems that would hinder or otherwise prevent Participant from safely participating in the Activity. Participant and Parent or Guardian understand that they are solely responsible for any costs arising out of any bodily injury or property damage sustained through or arising from Participant's involvement in the Activity.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Participant: _____

Participant's Signature (only if age 18 or over):

Parent or Guardian's Signature:

Date: _____

Date: _____