

## **Agreement for Waiver and Release, Assumption of Risks and Indemnification**

This document affects your legal rights. You need to read all of it CAREFULLY. No participation will be granted without proper review, completion and execution of this document. Any reference to the "Participant" means you. \_\_\_\_\_ Initials of Participant

Participant name: \_\_\_\_\_ (print)

I, the above Participant, understand and acknowledge that I am legally agreeing to the statements in the following paragraphs of this Waiver Agreement by initialing where indicated and signing below and that these statements are being accepted and relied upon by the 2009 Granite Bowl flag football sponsors, organizers, administrators, volunteers, Southern New Hampshire University and other parties running or supervising the 2009 Granite Bowl who are hereinafter known as the "Released Parties." I am, on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 participating in the flag football competition, known as the 2009 Granite Bowl, which is being presented by the Southern New Hampshire Sport Management Department. \_\_\_\_\_ Initials of Participant

I acknowledge and understand that participating or competing in an activity such as flag football ("Event") is hazardous and inherently dangerous and involves various degrees of skill, experience and physical fitness and carries with it the potential for death, serious injury, including paralysis or other disability including internal injuries and damage to organs, broken bones, dislocations, torn ligaments, tendons, cartilage, lacerations, and property damage. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Event. I have no physical, medical or mental condition which could endanger myself or others if I participate in the Event. I knowingly and voluntarily participate in this Event and assume any and all risks of loss, damage or injury while participating in the Event or while on the premises where the Event is being held throughout the duration of the Event. I agree to comply with all rules and regulations and stated and customary terms and conditions for participation in this Event. \_\_\_\_\_ Initials of Participant.

I acknowledge and agree that I am Waiving and Releasing my legal rights to sue for any injury or damages arising out of or resulting from my participation in the Event. I further acknowledge and agree that my Waiver and Release of my legal rights and Agreement Not to Sue the Released Parties include any injury or damage incurred by me due to negligence, omission or carelessness of the Released Parties. \_\_\_\_\_ Initials of Participant

Because I agree not to sue any of the Released Parties for injuries or damages I sustain, I agree to indemnify/reimburse and hold harmless/release the Released Parties from any and all expenses and liability incurred by the Released Parties if I fail to abide by any part of this Waiver Agreement, including the Released Parties attorney fees and litigation expenses. \_\_\_\_\_ Initials of Participant

Waiver of Liability: In consideration of being permitted to participate in the 2009 Granite Bowl, on behalf of myself, my family, my heirs, and my assigns, the undersigned Participant and Parent Guardian hereby release Southern New Hampshire University from liability for injury, loss, or death to the minor, while participating in the 2009 Granite Bowl or while in any way associated with participating in the event now or in the future, resulting from the ordinary negligence of Southern New Hampshire University, its staff, volunteers, or students. \_\_\_\_\_ Initials of Participant

If any provision of this Waiver Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions. \_\_\_\_\_ Initials of Participant

I have read this Agreement, fully understand its terms, and understand that I have given up substantial rights by signing this Agreement. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. \_\_\_\_\_ Initials of Participant

This agreement shall be interpreted and governed by the laws of the State of New Hampshire.

Dated: \_\_\_\_\_, 2009

\_\_\_\_\_  
Participant's Signature                      Date

\_\_\_\_\_  
Participant's Name (print)                      Date of Birth

\_\_\_\_\_  
Address (mailing and email)                      Phone Number(s)

\_\_\_\_\_  
Witness's Name                      Witness's Signature                      Date

**I also understand that the Granite Bowl staff, volunteers, referees, Southern New Hampshire University, and its employees, are not responsible for any of my lost, stolen, or damaged property. \_\_\_\_\_ Initials of Participant.**

\_\_\_\_\_ **(Participant's Signature)**                      \_\_\_\_\_ **(Date)**