

Agreement by Parent/Legal Guardian for Waiver and Release, Assumption of Risks and Indemnification

This document affects your child's and 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.

In consideration for _____ (child's name) being allowed to participate in the 2009 Granite Bowl on Saturday, April 18, 2009, which event is presented by the Sport Management Department at the following sites:

Southern New Hampshire University
The Derryfield School

We, I _____, (parent/legal guardian name(s), hereby agree to the following:

We, I understand and acknowledge that I am legally agreeing to the statements in the following paragraphs of this Waiver Agreement by 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." My child, _____ (child's name), is on this _____ day of _____, 2009 participating in the flag football competition and surrounding FanZone events, known as the 2009 Granite Bowl. _____ Initials of Parent/Guardian.

We, I understand that physical activities involve risks and dangers of serious injury, including permanent disability and death resulting from _____ (child's name) acts or omissions, the acts of omissions of other participants in the 2009 Granite Bowl, and the conditions under which the 2009 Granite Bowl in conducted. _____ Initials of Parent/Guardian.

We, I have reviewed the 2009 Granite Bowl Entry form, understand the nature of the event, and represent that _____ (child's name) is qualified to participate in such event. _____ Initials of Parent/Guardian.

We, I further acknowledge and represent that _____ (child's name) has no physical, mental, psychological, or other medical problems or limitations that would prevent him/her from safely participating in the event. _____ Initials of Parent/Guardian.

We, I fully understand the inherent risks and dangers of the 2009 Granite Bowl, and despite these risks and dangers, acknowledge that _____ (child's name) is voluntarily participating. The risks of participating could be, but are not limited to, damage to organs, broken bones, dislocations, torn ligaments, tendons, cartilage, lacerations, property damage, internal injuries, paralysis, or even death. _____ Initials of Parent/Guardian

We, I have explained and discussed that these events are dangerous with _____ (child's name), and we acknowledge and represent that he or she understands these risks and is voluntarily participating in **ALL** of the events at the 2009 Granite Bowl. _____ Initials of Parent/Guardian

We, I agree that we and our child are fully assuming all of the risks associated with the 2009 Granite Bowl. _____ Initials of Parent/Guardian

We, I acknowledge and represent that we are the parents and/or legal guardians of _____ (child's name) and that we have the legal capacity and authority to act on behalf of our child to legally bind our child to this Waiver, and Release, Assumption of the Risks, and Indemnification. _____ Initials of Parent/Guardian

We, on behalf of our child, our family, heirs and assigns further covenant and agree that we shall release and shall not sue SNHU, its employees, volunteers, or referees involved in this 2009 Granite Bowl. We have read

this Agreement, fully understand its terms, and understand that we have given up substantial rights as well as rights on behalf our child, by signing this Agreement. We intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. _____ Initials of Parent/Guardian

We, I acknowledge and agree that my child and I are Waiving and Releasing my legal rights to sue for any injury or damages arising out of or resulting from _____ (child's name) participation in the Event. I further acknowledge and agree that this Waiver and Release of mine and my child's legal rights and Agreement Not to Sue the Released Parties include any injury or damage incurred by myself or _____ (child's name) due to negligence, omission or carelessness of the Released Parties. _____ Initials of Parent/Guardian

Because We (parent/legal guardian and child) agree not to sue any of the Released Parties for injuries or damages we sustain, we agree to indemnify/reimburse and hold harmless/release the Released Parties from any and all expenses and liability incurred by the Released Parties if we fail to abide by any part of this Waiver Agreement, including the Released Parties attorney fees and litigation expenses. _____ Initials of Parent/Guardian

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 Parent/Guardian.

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

Dated: _____, 2009

Witness Parent/Guardian Signature Date

Witness Participant (Child's Signature) Date

Participant's Name (print) Date of Birth

Address (mailing and email) Phone Number(s)

Witness's Name Witness's Signature Date

We, I, also understand that the Granite Bowl staff, volunteers, referees, Southern New Hampshire University, and its employees, are not responsible for any of mine or my child's lost, stolen, or damaged property. _____ Initials of Parent/Guardian

_____ (Parent/Guardian Signature) _____ (Date)