



# RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK

## This is a Waiver and Release. Please read it carefully before signing.

I, the undersigned, enter into this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement") for the benefit of Beaufort County and Released Parties, myself, my personal representatives, next of kin, heirs, successors, and assigns.

- I make this Agreement in consideration of the Released Parties providing me with the opportunity to participate in/at Beaufort County PAR.
- I understand that the participation may take place on a location or under conditions that may be dangerous and/or dangerous to me and I may be exposed to hazards which are inherent in events including but not limited to: exposures to weather, chemicals, over-thrown balls, bats, etc.
- I KNOWINGLY AND FREELY ASSUME ALL RISKS, KNOWN AND UNKNOWN, EVEN IF THOSE RISKS ARISE FROM THE NEGLIGENCE OF THOSE PARTIES (SPECIFICALLY BEAUFORT COUNTY) WHO ARE RELEASED BELOW AND I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.
- My participation or child's participation is completely voluntary and I have neither received nor expect any compensation for my participation in it.
- I agree to read, listen to and follow all safety instructions and procedures presented in conjunction and to use my best independent judgment based upon my physical and mental abilities at all times, and to immediately terminate participation immediately if I believe the activities become too strenuous, difficult or hazardous.
- I agree that the activities necessary have been fully and adequately explained to me and that I am physically and mentally capable of participating in the sport without injuring myself in any manner.
- For myself, and on behalf of my heirs, I hereby release and hold harmless Beaufort County, volunteers, coordinators, sponsors, suppliers, and all private/public land owners on whose property the participation takes place (collectively "Released Parties"), including without limitation, the released parties' employees, agents, personal representatives, heirs, successors and assigns For ALL injury, disability, death, loss or damage to myself or my property whether caused by the negligence of the released parties or otherwise except that which is the result of gross negligence and/or want on misconduct.
- I agree to hold the Released Parties harmless, indemnify them, discharge them, covenant not to sue them, and reimburse them, for any liability, claims, sums, costs, or other expenses on my account that may be caused in whole or in part by my participation in the sport.
- I further agree that despite this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, if I, or anyone on my behalf, makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from any litigation expenses, attorneys' fees, loss, liability, damage, or costs that any Released Party incurs as a result of such action.
- I intend this Agreement to be a **complete and unconditional release** of all liability to the greatest extent allowed by law, and I further agree that if any portion of this Agreement is held invalid, then the balance of the Agreement shall continue in full force and effect.
- I understand that a photographer may photograph the activities and that I may be photographed while participating. I agree that I will contact the photographer if I do not wish to be photographed. I hereby grant Beaufort County the irrevocable and unrestricted right to use and publish photographs. I hereby release Photographer their legal representatives, and Beaufort County from all claims and liability relating to any such photographs.
- Beaufort County PAR provides each sports coach with concussion guidelines. I/we understand that in any contact sport there is the possibility that the injury of concussion can occur. I/we also acknowledge that it is the responsibility of the officials, coaches, parent/guardian, and players to support safe performance practices while competing, and also make sure to be aware of and read the guidelines on the PAR website and recognize the signs and symptoms of concussion and to act in a timely manner through established guidelines in dealing with an injury.
- I also give the instructors, coach, volunteers, and staff of Beaufort County PAR permission to seek medical attention for my child in my absence.
- There will be no request for coaches or team mates. A season can consist of 8-12 games. The number of games will determined by PAR. If games are cancelled for mother nature or other reasons, PAR will make every attempt to reschedule if possible. I, the parent/guardian of said child, assume all risks and hazards incidental to such participation, including transportation to and from activities. I know age and gender groups are subject to change.
- I also understand that unless PAR has a birth certificate for my child on file provided at time of registration, my child will be unable to participate.
- If I order the wrong size uniform I will be responsible for the current cost of replacement as well as the shipping fee.
- Refunds: I am aware of all deadlines. A 75% credit will be given up to one week after the last day of sports registration. No late fees will be refunded. Medical refund requests (with Dr.'s note), before uniforms are ordered, a credit will be given. Once ordered, no credit. If games aren't rescheduled, a refund will not be issued. If a child does not attend a swim lesson, no refund or rescheduled date will be given. If medical with Dr.'s note we will reschedule the lesson. 100% refund will be given if the program is cancelled by PAR.
- I will adhere to the Code of Conduct outlined by PAR and will also make sure all family and friends that attend events are aware of this as well. I will follow all rules and policies or understand I may be removed from a PAR facility and may not be able to return.
- I will return all issued equipment or I understand my child or any family members may not participate or use a PAR facility.
- I further certify that all information provided is true and accurate to the best of my knowledge. Any false information may cause my child to be removed from current or future participation in PAR activities.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. NOTE: THIS RELEASE & WAIVER DOES NOT ALTER OR AFFECT ANY PROTECTIONS AFFORDED VOLUNTEERS BY ANY STATE OR FEDERAL LAWS.

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Organization (if applicable): \_\_\_\_\_

I am over the age of 18. \_\_\_\_\_  
(Signature) (Date)

I am authorized to sign this waiver for the following volunteers/participants/dependents under 18 and will assume full responsibility.

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_