

PARTICIPATION WAIVER AND RELEASE OF LIABILITY

For Calendar Year 2023

In consideration for permitting Participant to participate in the Town of Suffield, athletics/sports or other programs, and related events and activities (collectively, the "Event"), the Participant, and, if the Participant is less than 18 years old, the Participant's parent or legal guardian (collectively, the "Applicants"), for themselves and for their respective heirs, personal representatives, executors, administrators and assigns, agree as follows:

1. **Good Physical Condition:** The Applicants hereby acknowledge and agree that the Participant is in good physical condition and has no disease or injury that would impair his/her ability to compete in the Event.
2. **Assumption of Risk:** The Applicants hereby acknowledge and agree that the Participant understands the nature of the Event and is participating voluntarily in the Event; that there are certain inherent risks and dangers associated with the Event, including but not limited to: inherent danger, variations in the conditions, steepness and terrain; the presence of ice, moguls, bare spots and objects beneath the surface such as rocks, debris and tree stumps; collisions with objects such as hay bales, trees, rocks, barriers, equipment, employees, volunteers, other patrons, equipment failure; lack of safety devices or inadequate safety devices; lack of warnings or inadequate warnings; lack of instructions or inadequate instructions; and the like. ; and that, except as expressly set forth herein, Participant, knowingly and voluntarily, accepts, and assumes responsibility for, each of these risks and dangers, and all other risks and dangers, whether known or unknown, that could arise out of, or occur during, Participant's participation in the Event even if such risks are due to the negligence of the Town of Suffield and/or their agents, contractors, volunteers or employees. .
3. **Release and Waiver:** The Applicants hereby release, waive, discharge, and covenant not to sue the Town of Suffield, its affiliated programs, their respective administrators, directors, agents, coaches and other employees of the organization, other participants, sponsoring agents, advertisers, volunteers, and, owners, operators and lessors of premises used to conduct the Event (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss or damage, however caused, even if caused by the negligence of the Town of Suffield and/or their agents, contractors, volunteers or employees , arising from, or in any way related to, Participant's participation in the Event.
4. **Indemnification and Hold Harmless:** The Applicants hereby agree to indemnify, defend and hold the Releasees harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, the Participant's participation in the Event.

5. Insurance: The Applicants hereby acknowledge that the Participant currently has and agrees to maintain throughout the time of the Participant's training for and competition in the Event, valid and sufficient medical and accidental insurance. The Applicants understand that the foregoing is their sole responsibility and the Applicants release all persons and entities, including, but not limited to, the Releasees, from providing coverage for the Participant.
6. Policy Compliance: The Applicants hereby agree to read and abide by the policies, rules and regulations adopted in connection with the Event and outlined by the Town of Suffield on www.suffieldct.gov. The Applicants agree that the Participant will refrain from consuming alcoholic beverages or non-prescribed drugs at all Town of Suffield events. The Applicants understand that the Participant's participation in Town of Suffield programs or events is a privilege which can be revoked at any time for inappropriate behavior as determined by the Town of Suffield.
7. Likeness: The Applicants hereby agree, without compensation, to allow the Participant's image, photograph, video reproduction or likeness to appear in publications, advertising, and/or television and online coverage in any manner incidental to his/her participation.
8. Severability: The Applicants expressly agree that the foregoing assumption of risk, release and waiver of liability, indemnity and consent agreement is intended to be as broad and inclusive as is permitted by the law of the State of Connecticut and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
9. Acknowledgment of Understanding: The Applicants have read this assumption of risk, release and waiver of liability, indemnity and consent agreement, and have had the opportunity to ask questions about the same. The Applicants fully understand this assumption of risk, release and waiver of liability and indemnity agreement, that the Applicants are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The Applicants acknowledge that they are agreeing to this agreement freely and voluntarily and that no oral representations, statements, or inducements, apart from the foregoing written agreement have been made.

Printed Name

Date

Signature

