



2012-2013 USA Racquetball Event Release Form- Coach Winterton Coaching program



The following event release form has been approved by USA Racquetball. If reproduced, it must be in a minimum of 10 point type and retain the exact same formatting.

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY THE ORGANIZER OF THIS EVENT AND USA RACQUETBALL (USAR), ITS AFFILIATED STATE ASSOCIATIONS, USA RACQUETBALL FOUNDATION (USARF), AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, CLUBS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS ENTRY BLANK AND RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL COMPETITIONS AND ACTIVITIES ENTERED AT THE EVENT, REGARDLESS WHETHER OR NOT LISTED ABOVE. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

In consideration of the issuance of a license to me by one or more Releases or the acceptance of my application for entry in the above event, I hereby freely agree to and make the following contractual representations and agreements. **I ACKNOWLEDGE THAT RACQUETBALL IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THIS EVENT**, whether as a player, official, coach, volunteer, or otherwise, and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation: dangers associated with playing in close proximity to competitors, inadequate safety equipment, and the dangers associated with court surface inadequacies, **THE RELEASEES' OWN NEGLIGENCE**, the possibility of serious physical and/or mental trauma or injury, or death associated with the event. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releases and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be Releases), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE**, which I have or which may hereafter accrue to me

and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event. I agree it is my sole responsibility to be familiar with the event courts and agenda, the Releases' rules, and any special regulations for the event and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the event which may be beyond the control of the Releases, and I must continually compete and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with this event. I will wear an eye guard which satisfies the requirements of the Releases' Participant Rules or Regulations and that can protect against serious eye injury, and assume all responsibility and liability for the selection of such an eye guard.

I have no physical or medical condition which would endanger myself or others if I participate in this event, or would interfere with my ability to safely participate in this event. I understand that drug testing may be conducted for athletes registered for this event.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releases in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. I consent to the release by any third party to Releases and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the event. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

I give the USA Racquetball, Winterton Racquetball inc., and the US Olympic Committee (USOC), the absolute right and permission to use my photograph in its promotional materials and publicity efforts. I understand that the photographs may be used in a publication, print ad, direct-mail piece, electronic media (e.g. video, CD-ROM, Internet/WWW), or other form of

promotion. I release Winterton Racquetball inc., USA Racquetball, the photographer, their offices, employees, agents, and designees from liability for any violation of any personal or proprietary right I may have in connection with such use. I am 18 years of age or older.

Signature of Entrant

AGE

Print Name

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____ (Child). My Child is fit for the event, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD**, and our heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releases (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the event.

I give the USA Racquetball, Racquetball, and the US Olympic Committee (USOC), the absolute right and permission to use my child's photograph in its promotional materials and publicity efforts. I understand that the photographs may be used in a publication, print ad, direct-mail piece, electronic media (e.g. video, CD-ROM, Internet/WWW), or other form of promotion. I release USA Racquetball, the photographer, their offices, employees, agents, and designees from liability for any violation of any personal or proprietary right I may have in connection with such use.

Signature of Parent or Guardian

Print Name

SIX MONTH PLAN AGREEMENT

Six month payment plan agreement:

I hereby give Winterton Racquetball Inc.
permission to collect funds from my Credit Card or
paypal account for six consecutive months. I
understand I must give 30 days notice to cancel the
monthly agreement.

Signed _____

Date _____

TWELVE MONTH PLAN AGREEMENT

Twelve month payment plan agreement:

I hereby give Winterton Racquetball Inc.
permission to collect funds from my Credit Card or
Paypal account for twelve consecutive months at
\$199.00 per month. I understand I must give 30
notice to cancel the monthlyt agreement.

Signed _____

Date _____

KANE NATION AGREEMENT

Twelve month payment plan agreement:

I hereby give Winterton Racquetball Inc.
permission to collect funds from my Credit Card or
Paypal account for twelve consecutive months at
\$49.00 per month. I understand I must give 30
notice to cancel the monthly agreement.

Signed _____

Date _____