

RELEASE OF LIABILITY, COVENANT NOT TO SUE AND IMAGE RELEASE

In consideration of my child/ward being allowed to participate in any way in the above referenced **ABC Challenge** and related events and/or activities (the "Event"), I the undersigned, acknowledge, accept and agree that:

- 1. The risk of serious injury and/or death from the activities involved in the Event is significant including, but not limited to the following: (i)drowning, (ii) near-drowning, (iii) sprains, (v) fractures, (vi) heat and cold injuries, (vii) over-use syndrome, (viii) injuries involving vehicles, (ix) animal/insect bites or stings, (x) contact with poisonous plants, (xi) accidents involving, but not limited to padding, climbing, hiking, travel by boat, truck, car, or other convenience, and (xii) the potential for permanent paralysis and/or death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
- 2. ON BEHALF OF MYSELF AND MY GUARDIAN OR WARD, I KNOWINGLY, VOLUNTARILY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, as hereinafter defined, or others, and assume full responsibility for myself or my child's participation in the Event.
- 3. As a parent/guardian, I knowingly and voluntarily agree to comply with the stated and customary terms and conditions for my child's/ward's participation in the Event. If, however, I observe an unusual and/or significant hazard during my presence at the Event, I will remove my child from participation and bring such hazard to the attention of the nearest Event official.
- 4. I, for myself and on behalf of my child/ward and our respective heirs, assigns, personal representatives and /or next of kin, forever **WAIVE, RELEASE, DISCHARGE, AND CONVENANT NOT TO SUE ABC Challenge, Coldwater Community Schools, Coldwater High School Interact Club, Branch County Fairgrounds, the City of Coldwater**, its parent and affiliated companies, officers, directors, agencies, sponsors, advertisers, volunteers and if applicable, owner and lessors of the premises used to conduct the Event (collectively, the "Releases"), **WITH RESPECT TO ANY SUITS, CLAIMS, OR LOSS AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, IN CONNECTION WITH MY CHILD'S/WARD'S PARTICIPATION IN THE EVENT, WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE.** I further agree to indemnify, defend and hold harmless Releases from any loss liability, cost claim or damages arising from my child's//ward's participation in or association with the Event.
- 5. I certify and represent that my child/ward is physically fit and able to participate in the Event and suffers from no existing medical or physical condition which could result in illness or injury from my child/ward participating in the Event and I acknowledge that I am aware of the inherent risks in participating in an athletic event of this type. I further certify and represent that on the date of the Event, my child will be covered by medical/health insurance, individually or as part of an organization.
- 6. I consent to administration of first aid and other medical treatment in the event of injury or illness to my child/ward in connection with participation in the ABC Challenge and hereby release and indemnify Released from any and all liability or claims arising out of such treatment.
- 7. The Releases reserve the right, in their sole determination, to postpone, cancel, or modify the Event due to weather conditions or other factors beyond the control of the Releases that might affect the health and/or safety of participants. No refunds will be granted.
- 8. I grant full permission without charge to Releases to use, reproduce and disseminate photographs, images, videotapes, motion pictures, recordings, or any other depiction or record of the Event which may include my child/ward for any legitimate purpose in perpetuity and I understand that my child/ward and/or I shall not be entitled to any compensation therefore.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND IMAGE RELEASE AGREEMENT, AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

Legal Signature

Date Signed

- Participant 1 Parent/Guardian _____ Date: _____
- Participant 2 Parent/Guardian _____ Date: _____
- Participant 3 Parent/Guardian _____ Date: _____
- Participant 4 Parent/Guardian _____ Date: _____
- Participant 5 Parent/Guardian _____ Date: _____
- Participant 6 Parent/Guardian _____ Date: _____
- Participant 7 Parent/Guardian _____ Date: _____
- Participant 8 Parent/Guardian _____ Date: _____
- Participant 9 Parent/Guardian _____ Date: _____
- Participant 10 Parent/Guardian _____ Date: _____