

# Jess Fin Fest Tournament – 13 July 2024

## Waiver and Release of Liability, Assumption of Risk, Indemnification, and Authorization for Photo coverage

In consideration of being allowed to participate in any way in the **Jess Fin Fest Volleyball and Cornhole Tournament**, its related events, programs, and activities (collectively referred to as the “Events”), I, the undersigned, acknowledge, appreciate, and agree that: 1) the risk of injury from the activities involved in the Events is significant, including the potential for permanent paralysis and death, and while particular skills, rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist, 2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as hereinafter defined) or others and I assume full responsibility for my participation in the Events, 3) I willingly agree to comply with the stated and customary terms and conditions for participation in the Events, 4) If I observe any unusual significant hazard during my presence or participation in the Events, I will remove myself from participation and bring such to the attention of the nearest staff member of the Events immediately 5) I, for myself, and on behalf of my heirs, successors, assigns, personal representatives, and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS, Jess Fin Foundation, the Borough of North Catasauqua, their officers, directors, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, tournament directors and staff and, if applicable owners and lessors of premises used to conduct the Events (collectively referred to as the “Releasees”) WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OF OTHERWISE, 6) I declare on my honor that I am an amateur and agree to follow the rules of the Events, obey all tournament officials and directors, 7) I am in good health and proper physical condition to safely participate in the Events and have no disease or injury that would impair my doing my best in competition, 8) I hereby authorize my first aid, medication, medical treatment, or surgery deemed necessary in case of emergency and I also authorize ANY attending or arriving medical personnel to execute on my behalf any permission forms and other appropriate medical documents and act on my behalf if I am not immediately available to do so, and 9) I hereby consent to allow my picture or likeness to appear in any official document, sponsor advertisement, and/or exclusive television coverage of the Events in any matter incidental to my participation in the Events without compensation to me.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AGREEMENT AND I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

**FOR PARTICIPANTS OF MINORITY AGE (UNDER 18 AT THE TIME OF REGISTRATION)-** This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the releases and, for myself, my heirs, successors, assigns, and next of kin. I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child’s involvement or participation in the Events, EVEN IF ARISING FROM THEIR NEGLIGENCE.

Printed Name: \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Printed Name and Relationship: \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_