

Benham Sports Services/ The Arizona Diamond Report

AMATEUR ATHLETIC WAIVER & RELEASE OF LIABILITY

READ BEFORE SIGNING: THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT FOR YOURSELF OR A MINOR UNDER THE AGE OF 18, YOU GIVE UP THE RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR ANY OTHER REMEDY FOR INJURIES OR DEATH TO YOURSELF, YOUR MINOR CHILD, OR TO YOUR PROPERTY, ARISING OUT OF BEING WITH THE BELOW ORGANIZATION, NOW OR AT ANYTIME IN THE FUTURE

In consideration of being allowed to participate in any way in Benham Sports Services/ Arizona Diamond Report events and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1) The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- 3) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
- 4) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS _____(Name of Organization) their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, volunteers and if applicable, owners and lessors of premises used to conduct the event (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 OR OTHERWISE, to the fullest extent permitted by law.
- 5) I acknowledge that insurance coverage for bodily injury and property damage is my personal responsibility. I grant Benham Sports Services/ The Arizona Diamond Report the right to use, for promotional purposes, any photographs or video footage taken of me or my minor child during events. I hereby give permission for emergency medical care, including transportation to and exchange of medical information with a medical facility.

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

_____ DATE SIGNED: _____
(Participant's Signature)

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 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 Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

_____ DATE SIGNED: _____
(Parent/Guardian Signature)

Emergency Phone Number: _____ NOTE: This signed waiver/release should be kept on file by the sports organization for at least 7 years or possibly longer if the player has been involved in a serious injury.