Hunter James Kelly Youth Football & Cheerleading Association

Release and Waiver of Liability and Indemnity Agreement
(Please read carefully before signing)

In consideration of being permitted to participate in any Hunter James Kelly Youth Football and Cheerleading Association programs, competitions, practices, other activities or events, the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will inspect, and will instruct the minor participant to inspect, prior to participating in the youth football/cheerleading activity or event, the facilities and equipment to be used, and if he, or she, or participant believes anything is unsafe, the parent(s), or legal guardian(s), or participant should immediately advise the officials of such condition and refuse to participate. I/We understand and agree that, if at any time, I/We feel anything to be UNSAFE, I/We will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.

2. I/We fully understand and acknowledge that:

   (a) There are risks and dangers associated with participation in youth football/cheerleading events and activities which could result in bodily injury, partial and/or total disability, paralysis, infection(s), and death.
   (b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
   (c) These risks and dangers may be caused by the action, inaction or negligence of the participant, or the action, inaction, or negligence of others, including, but not limited to, the Releasees named below.
   (d) There may be other risks not known to me/us or are not reasonably foreseeable at this time.

3. I/We accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis, infection(s) or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.

4. I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Hunter James Kelly Youth Football and Cheerleading Association and its participating youth football and cheerleading organizations and any facility or equipment provider used by the participant, including its owners, managers, promoters, leases of premises used to conduct the youth football/cheerleading event, program, or activities, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the youth football/cheerleading facility or events held at such facility and each of them, their directors, officers, agents, volunteers, coaches, employees, all for the purposes herein referred to as "Releasee"...FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO, THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

5. I/We hereby acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELASEES.

6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

7. On behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant executes this waiver and release. If, despite this release, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his or her behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Parent/Guardian Signature (if minor) _____

Parent/Guardian Signature (if minor) _____

Printed Name of Participant _____

Address of Particiapnt _____

Received By: _____
Registrar Signature Printed Name Date