



BAY AREA DISC ASSOCIATION

WAIVER AND RELEASE OF LIABILITY

Waivers are required to participate in Bay Area Disc Association events. In consideration of being allowed to participate in any Bay Area Disc Association event, camp, league or related activity, the undersigned acknowledges, appreciates and willingly agrees as follows:

1. I will 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.
2. I acknowledge and fully understand that each participant will be engaged in the sport of Ultimate, including activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which may result not only from their own actions, inactions or negligence, but the action, inaction or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, I accept personal responsibility for the damages following such injury, permanent disability or death.
3. I hereby authorize and give my full consent to the Bay Area Disc Association to copyright and/or publish any and all photographs, video footage and/or film in which I appear while attending a Bay Area Disc Association event. I further agree that the Bay Area Disc Association may transfer, use or cause to be used, these photographs, video or film for any exhibitions, public displays, publications, commercials, art and advertising purposes without limitations or reservations.
4. I knowingly and freely assume all such risk, both known and unknown, even those arising from negligent acts or omissions of others, and assume full responsibility for my own participation.
5. I, on behalf of myself and my heirs, assigns personal representatives and next of kin, hereby release, and agree to hold harmless both the Bay Area Disc Association and Community Initiatives, their officers, officials, affiliated clubs, their prospective administrators, directors, agents, coaches and other employees of the organization, other participants, sponsoring agencies, advertisers, and, if applicable, owners and lessors of premises used to conduct the event, all of which are hereinafter referred to as "releases," with respect to all injury, disability, death or loss or damage to person or property, whether arising from the negligence of the releases or otherwise, to the fullest extent permitted by law. I will indemnify, save and hold harmless above named releases of, from and against any loss, cost, expense, damage or liability that such releases may incur as a result of, arising from or in connection with such claim, including without limitation any attorney's fees, or other costs or expenses or litigation.

I have read this release of liability and assumption of risk agreement, fully understand its terms, and understand that I have given up substantial rights by signing it and sign it freely and voluntarily without any inducement. Waivers may not be modified.

Printed name of participant

Under 18 years 18 years or older
Age of participant

Signature of participant (including minors)

Date

This is to certify that I, as parents/legal guardian with responsibility for this participant, do consent and agree to indemnify and hold harmless the releases from any and all liabilities incident to my minor child's involvement or participation in these programs above, even if arising from their negligence, to the fullest extent permitted by law.

Parent/Guardian signature (required if participant is under 18)

Date