

Waiver and Release of Liability



PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

IN CONSIDERATION OF the risk of injury that exists while participating in the Annual Dodgeball Tournament for Habitat for Humanity of Stokes County (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor", "I" or "me", which terms shall also include Releasor's parents and guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims, or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge Habitat for Humanity of Stokes County, located at 117 E Dalton Rd, King, NC 27021, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH INCLUDE, BUT ARE NOT LIMITED TO; PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FUTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fee and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Habitat for Humanity of Stokes County to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all cost involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, I EXPRESSLY AGREE TO RELEASE AND DISCHARGE HABITAT FOR HUMANITY OF STOKES COUNTY AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST HABITAT FOR HUMANITY OF STOKES COUNTY OR SOUTH STOKES HIGH SCHOOL FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Habitat for Humanity of Stokes County, its agents, and employees.

I agree that this Release shall be governed for all purposes by North Carolina law, without any regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

SIGNATURE OF PARTICIPANT 18 YEARS OR OLDER:

Participant: Name (please print): _____ Signature: _____

Address: _____

Phone: (H) _____ (C) _____ Email: _____ Date of Birth: _____

Witness: Name (please print): _____ Signature: _____

EMERGENCY CONTACT INFORMATION FOR PARTICIPANT OVER 18 YEARS OF AGE:	
Name :	_____ Relationship: _____
Address:	_____
Phone: (H)	_____ (C) _____ (W) _____
Email:	_____

IMPORTANT: If the Participant is less than 18 years of age, all parents or guardians must complete the signature section below.

If only one parent or guardian signs these forms on behalf of a Participant who is under 18 years of age, then the undersigned parent or guardian of the Participant hereby covenants, warrants, represents and agrees that he or she is executing these forms on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Participant, that he/she is fully authorized to do so, and that by executing such Release and Parental Authorization, the undersigned is binding himself/herself, the Participant, and any other parent or guardian of the Participant, and all of their heirs, next of kin, assigns, and legal representatives to such Release and Parental Authorization.

I understand and acknowledge that children under the age of 14 are not allowed to participate in this event.

Name of Participant Under 18 Years Old:

Name: _____ **Date of Birth:** _____

SIGNATURE OF PARENT/GUARDIAN SIGNING ON BEHALF OF THE ABOVE MINOR:

I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent, on behalf of the above listed minor child, for him/her to participate in all Activities as set forth in the above Participant Agreement, Release and Waiver of Liability, and such terms are incorporated herein. I have read and understand the above Participant Agreement, Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to all such provisions. It is my intent to bind my and the minor Participant's heirs, next of kin, assigns, and legal representatives. **Furthermore, I understand that the above Participant Agreement, Release and Waiver of Liability is made on behalf of my minor child(ren) and/or legal wards and I represent and warrant to Habitat for Humanity International, Inc. or its affiliated organizations that I have the full authority to sign this on behalf of such minor(s).**

Parent/Guardian: Name (please print): _____ Signature: _____

Address: _____

Phone: (H) _____ (C) _____ E-mail: _____

Witness: Name (please print): _____ Signature: _____

Parent/Guardian: Name (please print): _____ Signature: _____

Address: _____

Phone: (H) _____ (C) _____ E-mail: _____

Witness: Name (please print): _____ Signature: _____

EMERGENCY CONTACT INFORMATION FOR THE ABOVE LISTED MINOR PARTICIPANT:	
Name: _____	Relationship: _____
Address: _____	
Phone: (H) _____ (C/W) _____	E-mail: _____