2022 USA Racquetball Event Release Form

The following event release form has been approved by USA Racquetball. If reproduced, it must be in a minimum of 10 point type and retain the exact same formatting.

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING ALL RISKS OF INJURY OR DAMAGE. I, FOR MYSELF AND ANY PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNEES, HEREBY AGREE TO INDEMNIFY, RELEASE, WAIVE, FOREVER DISCHARGE, AND NOT TO SUE THE ORGANIZER OF THIS EVENT, USA RACQUETBALL (USAR), USAR'S AFFILIATED STATE ASSOCIATIONS, AND USA RACQUETBALL FOUNDATION (USRF), AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, CLUBS, SPONSORS, PROMOTERS, CONTRACTORS, REPRESENTATIVES, PARENT COMPANIES, SUBSIDIARIES, DIVISIONS, AFFILIATES, INSURERS, PREDECESSORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY "RELEASEES"), OF AND FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, SUITS, COSTS, LOSSES, INJURIES, DAMAGES, EXPENSES AND LIABILITY (COLLECTIVELY, "LOSSES") ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH, DIRECTLY OR INDIRECTLY, MY PARTICIPATION IN OR ATTENDANCE AT THE EVENT (AND MY TRAVEL TO OR FROM THE EVENT), INCLUDING, WITHOUT LIMITATION, ANY LOSSES CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASEES. I ACKNOWLEDGE AND AGREE THAT THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL COMPETITIONS AND ACTIVITIES AT THE EVENT AND THE USE OF THE FACILITY.

In consideration of the opportunity to attend, observe, and/or participate in the event, I hereby freely agree to and make the following contractual representations and agreements. I acknowledge that racquetball is an inherently dangerous sport involving a risk of serious injury or death and I fully acknowledge the dangers of attending, observing and/or participating in this event, whether as a player, official, coach, volunteer, or otherwise, and I fully assume the risks associated with such attendance, observation and/or participation, by way of example, and not limitation: dangers associated with playing in close proximity to competitors, inadequate safety equipment, and the dangers associated with court surface inadequacies.

I agree it is my sole responsibility to be familiar with the event courts and agenda, the Releases' rules, and any special regulations for the event and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the event which may be beyond the control of the Releases, and I must continually compete and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with this event. I will wear an eye guard which satisfies the requirements of the Releases' Participant Rules or Regulations and that can protect against serious eye injury, and assume all responsibility and liability for the selection of such an eye guard.

I represent that I am in good physical health and have no prior injuries or known physical disabilities which would endanger myself or others if I participate in this event. I understand that drug testing may be conducted for athletes registered for this event and hereby consent to such testing as further consideration for the opportunity to participate in the event. **I HEREBY CONSENT TO RECEIVE MEDICAL TREATEMENT WHICH MAY BE DEEMED ADVISABLE IN THE EVENT OF INJURY, ACCIDENT AND/OR ILLNESS DURING THE EVENT.**

I agree that the above representations are contractually binding, and are not mere recitals, and that should I or anyone acting on my behalf assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including attorneys' fees and costs) incurred by the Releases in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification.

I give the USAR, IRT, IRT Network, and the US Olympic & Paralympic Committee (USOPC), the absolute right and permission to use my image or likeness as part of any live or recorded video display or other transmission, reproduction or depiction of video or photographs for any legitimate business purpose. I release USAR, the photographer, their respective officers, employees, agents, and designees from liability for any violation of any personal or proprietary right I may have in connection with such use. I am 18 years of age or older and am of legal age of consent in the jurisdiction of the event with no legal disabilities that prevent me from being legally bound by this Release (unless my parent or legal guardian has executed this Release). I am capable of reading and understanding the written English language and **I HAVE READ AND UNDERSTAND THE FOREGOING, AND I VOLUNTARILY SIGN THIS RELEASE.**

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Signature of Participant **AGE**

Print Name

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COVID-19 Waiver and Release of Liability

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself in order to attend a USA Racquetball event and enter the event premises. The event is of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to attend in person.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against USA Racquetball and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives for fault in connection with exposure, infection, and/or spread of COVID-19 related to attending its event.

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of the above signed participant (Child). My Child is fit for the event, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that its terms shall likewise bind me, my Child, and our respective personal representatives, heirs and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releases (including reasonable attorneys' fees and costs) as a direct or indirect result of damage to property or injury or death to me or my Child because of my Child's participation in the event, **INCLUDING, WITHOUT LIMITATION, ANY CLAIM OR LIABILITY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASEES. I, ON BEHALF OF MYSELF AND MY CHILD, OUR PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNEES, PROMISE NOT TO SUE ANY OF THE RELEASEES ON MY BEHALF OR ON BEHALF OF MY CHILD REGARDING ANY CLAIM ARISING FROM MY CHILD'S PARTICIPATION IN THE EVENT.**

I give the USAR, IRT, IRT Network, and the USOPC, the absolute right and permission to use my Child's image or likeness for any legitimate business purpose, and I release USAR, the photographer, their officers, employees, agents, and designees from liability for any violation of any personal or proprietary right I may have in connection with such use.

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Signature of Parent or Guardian

Print Name _____