

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT WITH PARENTAL CONSENT (“AGREEMENT”)

IN CONSIDERATION of being permitted to participate in any way in training or any event (collectively “Activity”) at any time during my enrollment I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) THIS ACTIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“Risks”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE RELEASEES NAMED BELOW; (c) there may be OTHER RISKS or SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY AND LEGAL LIABILITY for any injury or damage caused, and FOR ALL LOSSES, COSTS, AND CONSEQUENTIAL DAMAGES thereof, including all economic and non-economic damages, including but not limited to medical expenses, disability, disfigurement, pain and suffering incurred as a result of my participation in the Activity.

3. HEREBY WAIVE AND RELEASE any right, claim or cause of action of any kind whatsoever arising out of or as a result of participation in the Activity which I may have or which may arise against the sanctioning organization(s), their administrators, directors, agents, officers, members, volunteers, and employees, other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of the premises on which the Activity is conducted which includes but is not limited to the GREATER ROCKFORD AIRPORT AUTHORITY and its directors, agents, officers, and employees, or any other corporate entity which may afford me an occasion or opportunity to observe or participate in any activity arising out of the Activity (each of the forgoing shall be considered one of the “RELEASEES” herein). I FURTHER ASSUME any and all risk and waive and release any and all causes of action or rights against RELEASEES and their agents, servants, employees, subsidiaries or affiliates, which might accrue to me due to any accident involving Releasees, regardless of any question of negligence on the part of Releasees. I FURTHER AGREE that if, despite this AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, HOLD HARMLESS AND DEFEND EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

I ACKNOWLEDGE THAT I AM OVER THE AGE OF 18 YEARS, HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT: _____

Date: _____

PARTICIPANT’S SIGNATURE: _____

MINOR RELEASE

Below section must be completed by Parent/Guardian for any participant under the age of 18.

I, THE MINOR’S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE ACTIVITY AND THE MINOR’S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I FURTHER ACKNOWLEDGE THAT IT IS MY SOLE DECISION AS PARENT AND/OR LEGAL GUARDIAN OF THE MINOR TO ALLOW THE MINOR TO PARTICIPATE IN THE ACTIVITY. I HEREBY ASSUME SOLE RESPONSIBILITY AND ASSUME ALL LEGAL LIABILITY FOR ANY INJURY OR DAMAGE CAUSED TO THE MINOR, AND FOR ANY CONSEQUENTIAL DAMAGES THEREOF, INCLUDING ALL ECONOMIC AND NON-ECONOMIC DAMAGES, INCLUDING BUT NOT LIMITED TO MEDICAL EXPENSES, DISABILITY DISFIGUREMENT, PAIN AND SUFFERING INCURRED TO THE MINOR. I FURTHER AGREE TO HOLD THE RELEASEES HARMLESS FOR ANY INJURY OR DAMAGE CAUSED TO THE MINOR AS A RESULT OF MY DECISION TO ALLOW THE MINOR TO PARTICIPATE IN THE ACTIVITY, AND TO INDEMNIFY AND DEFEND THE RELEASEES FROM ANY DAMAGES SOUGHT FROM THE RELEASEES BY OR ON BEHALF OF THE MINOR, OR ANY OTHER PERSON OR ENTITY, FOR ANY AND ALL DAMAGES, ECONOMIC AND NON-ECONOMIC, INCLUDING BUT NOT LIMITED TO DAMAGES FOR MEDICAL EXPENSES, DISABILITY, DISFIGUREMENT, PAIN AND SUFFERING AND ANY AND ALL ATTORNEYS FEES NECESSARILY INCURRED TO DEFEND ANY ACTION BROUGHT BY OR ON BEHALF OF THE MINOR, OR ANY OTHER PERSON OR ENTITY, ARISING OUT OF MY DECISION TO ALLOW THE MINOR TO PARTICIPATE IN THE ACTIVITY. I ACKNOWLEDGE THAT I HAVE READ THE ABOVE, KNOW ITS MEANING, AND AM LEGALLY AUTHORIZED TO MAKE DECISIONS ON BEHALF OF THE MINOR REFERENCED HEREIN.

PRINTED NAME OF PARENT/GUARDIAN: _____

SIGNATURE OF PARENT/GUARDIAN (if under 18): _____

Address: _____
(Street) (City) (State) (Zip)

Phone: _____ Date: _____