

Geneva Red Wings and the NYCBL

WAIVER and RELEASE OF LIABILITY FORM FOR ACTIVITIES

ALL INFORMATION ON BOTH SIDES MUST BE COMPLETE PRIOR TO PARTICIPATION AT CAMP

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of participation in the activities described below.

The Geneva Red Wings are a franchise of the NYCBL. References to The Geneva Red Wings include the Geneva Red Wings organization, the NYCBL, staff, interns, players, volunteer workers, agents and assigns, and anyone else participating in the activities described below.

I [*print the camper's name*]_____ freely choose to participate in an activity of my own selection
(*name of camp*) GENEVA RED WINGS SUMMER DAY CAMP (referred to as the Activity).

I understand that the Geneva Red Wings are not an agent of, and has no responsibility for, any third party including without limitation any sponsor which may provide any services including food, lodging, travel, or any equipment associated with the Activity.

I understand that participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself. I agree to evaluate the qualifications of the Activity organizer or sponsor and any contracted services they may provide if travel is involved in the Activity. I agree to inform myself about the potential dangers of the area I am traveling to and precautions which should be taken, including reviewing the State Department Consular Travel Information at <http://www.travel.state.gov> and the Centers for Disease Control Travelers Information at <http://www.cdc.gov/travel/> for health and immunization information, and any other information that may be provided to me by the Activity organizer or by the Geneva Red Wings.

I agree to inform my parent(s) or guardian(s) that I will be participating in this Activity.

Despite precautions, accidents and injuries can and will occur. **I ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

- Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury of any nature whether severe or not, temporary or permanent, including death, which may occur as a result of participating in an activity or contact with physical surroundings, animals, insects, plants or other persons;
- Death, injury, theft or loss of or damage to personal belongings arising from travel by car, bus, van or any other means, or during the activity;
- Death, injury or illness including food poisoning arising from the provision of food or beverage by restaurants or other service providers;
- Death, injury or illness from deliberate acts of violence including criminal activities, political unrest, war, rebellion, hostage taking, riots, or any other actions by third parties;
- Natural disaster or other disturbances, and alteration or cancellation of activity due to such causes.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Activity and that the above list in no way limits the extent or reach of this release and covenant not to sue. I further understand that participating in this activity is an acceptance of risk of injury or death.

Medical Treatment Authorization

I authorize the Geneva Red Wings to act on my behalf in any medical emergency. _____ (Initial)

Release from Liability, Indemnification Agreement and Covenant Not to Sue

In consideration of the Geneva Red Wings partial financial support of my participation in the Activity, I the undersigned, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, **HEREBY DO FOREVER RELEASE** the Geneva Red Wings from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators and assigns may now have, or have in the future against the Geneva Red Wings on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my participation in the Activity and/or the use of facilities, equipment, or services in association with the Activity howsoever the injury is caused, whether by the negligence of The Geneva Red Wings or otherwise.

In consideration of the Geneva Red Wings partial financial support of my participation in the Activity I, the undersigned, **COVENANT NOT TO SUE** and agree to **INDEMNIFY AND HOLD HARMLESS** the Geneva Red Wings from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my participation in the Activity and my use of facilities, equipment, or services in association with the Activity.

I understand that I will be solely responsible for any loss or damage, including death, which I sustain or cause, whether

in whole or in part, while participating in the Activity and my use of facilities, equipment, or services in association with the Activity, and that by this agreement I am relieving the Geneva Red Wings of any and all liability for such loss, damage or death.

My signature below indicates that I have read, understood, and freely signed this agreement. I further certify that my date of birth is _____(month/day/year), and that my present age is _____, and that I am otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of the Geneva Red Wings supporting my participation in the Activity and my use of facilities, equipment, or services associated with the Activity.

This agreement shall be construed and enforced in accordance with the laws of the State of New York, and I consent to the jurisdiction of this state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under the laws of the State of New York, that if any portion hereof is held invalid, it is agreed that the remainder of it shall, notwithstanding, continue in full legal force and effect.

- IMPORTANT – READ ENTIRE AGREEMENT BEFORE SIGNING BELOW

Signature: _____

Date: _____ (day/month/year)

Name Printed: _____

Address: _____

Tel No.: _____

Parent's Signature: _____

(if participant is under age 18)

Parent's Name Printed: _____