



ST. REGIS ATHLETIC WAIVER OF LIABILITY, RELEASE ASSUMPTION OF RISK AND INDEMNITY AGREEMENT



It is the purpose of this Agreement to exempt, waive, and relieve releasees from liability for personal injury, wrongful death and/or property damage including any caused by the negligence, if any, of releasees.

"Releasees" include St. Regis Parish, St. Regis School, St. Regis Booster Club, CVO, Archdiocese of Detroit, affiliate associations, local associations, member teams, event hosts, other participants, coaches, officials, sponsors as well as any and all officers, directors, agents and/or employees of the above-identified entities and organizations.

For and in consideration of the undersigned participant's registration with any and all St. Regis athletic programs and/or teams and being allowed to participate in St. Regis athletic events the parents or legal guardians of the participant waive, release and relinquish any and all claims for liability and causes of action including those for personal injury, wrongful death or property damage arising out of participation in St. Regis Athletic events, member team activities, practices, games, including, but not limited to, the sports of football, basketball, baseball, volleyball, track, cheerleading, lacrosse, and bowling and/or activities incidental thereto whenever or however they occur and for such period said activities may continue. By this agreement any such claims, rights and/or causes of action that participant, participant's parents, or participant's legal guardians may have are hereby waived, released and/or relinquished and participant, participant's parents, and/or participant's legal guardians do so on behalf of my/our and participant's heirs, executors, administrators and assigns.

Participant and participant's parents or legal guardians acknowledge, understand and assume all risks relating to participation in St. Regis athletic events including but not limited to the sports of football, basketball, baseball, volleyball, track, cheerleading, lacrosse, and bowling and further understand that participation in these sports including practices, games and member team activities involve risks to participant's person including bodily injury, partial or total disability, paralysis and death as well as damages arising therefrom and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant or the negligence of others including the "releasees" identified herein. These risks and dangers include, but are not limited to, those arising from participating with bigger, faster and stronger participants and these risks and dangers will increase if participant participates in football or other sports/athletic events including member team activities in an age group above that which participant would normally participate in. I/we further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant and participant's parents or legal guardians acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of participant and/or others, are included within the waiver, release and relinquishment of rights described herein.

Participant and participant's parents or legal guardians acknowledge, understand and assume the risks if any, arising from the conditions and use of all St. Regis athletic and/or school facilities including, but not limited to, St. Regis gymnasium, locker rooms, classrooms, meeting rooms, administrative facilities, practice fields and practice equipment and further acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, modifications to design and/or manufacturing defects, inspection, maintenance, supervision or control over said areas and/or equipment and for the failure to warn of dangerous conditions existing on said premises or with said equipment. Participant and participant's parents or legal guardians further acknowledge, understand and assume the risks, if any, involved in the negligent selection of certain "releasees" or negligent supervision or instruction by said "releasees." Participant and participant's parents or legal guardians further acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the negligent selection of certain "releasees" or negligent supervision or instruction by said "releasees."

Participant and participant's parents or legal guardians hereby authorize the coaches and officials associated with participant's team to secure proper medical treatment that might be required as a result of any injury or medical condition arising during or as a result of participant's participation in St. Regis athletic events. Participant and participant's parents or legal guardians acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the actions and/or failure to act on the part of any "releasees" in response to an injury, medical emergency and/or medical condition suffered by any participant.

If the law in any controlling jurisdiction renders any part of this agreement unenforceable, the remainder of this agreement shall nevertheless remain enforceable to the full extent, if any, allowed by controlling law. This agreement affects your legal rights and you may wish to consult an attorney concerning this agreement.

Participant and participant's parents or legal guardians agree if any claim for participant's personal injury or wrongful death is commenced against releasees, he/she shall defend, indemnify and save harmless releasees from any and all claims or causes of action by whomever or wherever made or presented for participant's personal injuries, wrongful death and/or property damage.

Participant and participant's parents or legal guardians acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of "releasees." Additionally, participant and participant's parents or legal guardians acknowledge that they are fully advised of the potential dangers of participating in St. Regis athletic events and understand these waivers and releases are necessary to allow St. Regis athletics to exist in its present form.

PARTICIPANT'S NAME (PRINT)

PARENT OR LEGAL GUARDIAN SIGNATURE

Age \_\_\_\_\_ Date Signed \_\_\_\_\_

PARENT OR LEGAL GUARDIAN NAME (PRINT)