

LIABILITY RELEASE AND WAIVER FORM

(GIVE A COPY OF THIS FORM TO EVERY PARTICIPANT)

*Every participant must have a completed and signed Liability Release and Waiver Form
on file with NDADD in order to participate*

Minor's Name _____

Name of Parent or Legal Guardian _____

Address _____

City, State, Zip _____

School/Team Name _____

Event Location _____

Daytime Phone Number (____) _____ Parent Cell Phone Number (____) _____

Student Cell Phone (____) _____ Participant Birthdate ____/____/____

Event: _____

Acknowledgment of Risk and Release From Liability. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I _____ as parent or legal guardian of _____, a minor (hereinafter "Minor"), hereby grant the permission necessary to allow Minor to participate in the Event to be conducted by North Dakota Association of Dance and Drill (hereafter "NDADD"). I, in my own behalf and on behalf of Minor, further agree to release and to hold harmless _____ on whose premises the Event will be held (hereinafter the "Location"), and the respective directors, officers, representatives, members, agents and employees of NDADD, _____ and their respective affiliates (hereinafter collectively referred to as "Releasees") from any and all liability, **even in the event of negligence** of the Releasees or otherwise, any claim, judgment, loss, liability, cost and expenses (including, without limitation, attorney's fees and costs) arising out of or connected with the Event, including any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and/or death) that Minor may incur or sustain during the Event, all activities associated with the Event and while traveling to and from the Location for the Event. This Liability Release does not, however, apply to gross negligence or intentional torts by Releasees.

Parent or Legal Guardian Initials _____

I further expressly agree to indemnify and hold harmless Releasees and Releasees' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may subsequently be brought by Minor or by any other persons on account of damages of any character resulting to Minor in any way from the foregoing activities. I further agree to reimburse and to make good to Releasees any losses Releasees may have to pay as a result of any such action, claim or demand.

I, in my own behalf and on behalf of Minor, acknowledge and agree that participation in the Event subjects Minor to possibility of physical illness or injury (minimal, serious, catastrophic and/or death) and that I, in my own behalf and on behalf of Minor, acknowledge that Minor is assuming the risk of such illness or injury by participating in the Event. I hereby declare that I, in my own behalf and on behalf of Minor, willingly assume these risks, and other risks that may be contained therein; and we proceed voluntarily and of our own free will. And I, in my own behalf and on behalf of Minor, hereby WAIVE any right to SUE FOR PERSONAL INJURY or otherwise hold liable the Releasees for these risks. The Releasees shall not be liable for any damages arising from illness or injuries sustained by the Minor at the Location.

Signature of Parent or Legal Guardian X _____ **Date:** _____

Medical Release: In the event of illness or injury from the Minor's participation in the Event, I authorize NDADD to obtain necessary medical treatment for Minor and hereby, in my own behalf and on behalf of Minor, release and hold harmless Releasees in the exercise of this authority, I further acknowledge and understand that I, in my own behalf and on behalf of Minor, am responsible for any and all medical and related bills that may be incurred on behalf of Minor for any illness or injury that Minor may sustain during the Event and while traveling to and from the Location for the Event. I represent that any medication to which Minor is allergic or medications that Minor is currently taking are listed below and that Minor shall bring medications which Minor is currently taking with him/her to the Event and that he/she shall consume them as prescribed for such medications.

Medications (if any):

Allergic to (if any):

I acknowledge that the Minor suffers from the following conditions:

Insurance Company:

I, in my own behalf and on behalf of Minor, hereby warrant that I have read this Liability Release and Waiver Form in its entirety and fully understand its contents on my own behalf and on behalf of Minor, am aware that this Liability Release Form releases Releasees from liability and contains an acknowledgment of Minor's voluntary and knowing assumption of the risk of injury or illness. I, in my own behalf and on behalf of Minor, further acknowledge that nothing in this Liability Release and Waiver Form constitutes a guarantee that the Event will occur. I, in my own behalf and on behalf of Minor, am relying upon my own judgment without influence by anyone and have signed this document voluntarily and of my own free will.

Signature of Parent or Legal Guardian: X _____

Relationship to Minor: _____

I, identified above as Minor, acknowledge that I have read this Liability Release and Waiver Form.

Signature of Minor: X _____ **Date:** _____