

## Release and Waiver of Liability and Indemnity Agreement

(Read Carefully Before Agreeing)

In consideration of being permitted to participate in anyway in the NubAbility Athletics Camp and any other host of NubAbility Coaches, Participants, Volunteers, Spectators and Parents for the Camp. Social Outings, Camp Recommended Hotels or Private Host Homes myself and my party agree to waive any liability for any circumstance that might occur on the part of this organization, it's directors, it's staff and volunteers.

Myself and my party agree to note and follow the facility rules of all host providers indicated below, participants and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant/s named below agree:

1. The adult participant, parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below NubAbility Athletics Foundation activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agreed that, if at anytime, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.

2. I/WE fully understand and acknowledge that:

(a) There are risks and dangers associated with participation in NubAbility Athletics Foundation events and activities which could result in bodily injury, partial and/or total disability, paralysis and death. (b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe. (c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below. (d) There may be other risks not known to us or are not reasonably foreseeable at his time.

3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.

4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the NubAbility Athletics Foundation/Coaches/Staff/Volunteers/ Board of Directors and the host facilities used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the NubAbility event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the host facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee". ..FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs and next to kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

5. I/ WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY

DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

7. On behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.

8. On behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. By signing this document the participant(s) agree to not hold any of the below mentioned parties accountable for any injury or accident resulting from use of the Tubes during Snow Camp. I/WE HEREBY ACKNOWLEDGE WAIVE, DISCHARGE AND COVENANT NOT TO SUE NUBABILITY ATHLETICS FOUNDATION, BOARD OF DIRECTORS, VOLUNTEERS, COACHES, and ANY of the PARTIES MENTIONED BELOW.

Released by this waiver are:

NubAbility Athletics Foundation  
221 E. Main St.  
DuQuoin, IL 62832  
Host Facilities:

Du Quoin State Fair Offices  
655 Executive Drive  
Du Quoin, Illinois 62832  
618-542-1515

Du Quoin District #300  
345 E. Jackson Street  
Du Quoin, Illinois 62832  
618-542-4744

DuQuoin City Pool  
640 W. Park Street  
DuQuoin, IL 62832  
618-542-3841

Red Hawk Golf Club  
6204 St. Rt. 154  
Tamaroa, IL 62888  
618-357-8712

MorMad Lodgings and Farms  
1600 Holly Rd.  
Du Quoin IL 62832  
618-357-1358

City or DuQuoin (Tennis Courts- Park)  
302 E. Poplar  
DuQuoin, IL 62832

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY CHECKING THE AGREEMENT BOX AND HAVE DONE SO FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME