

Zootown 406 Sports

Photo Release, Acknowledgement of Risk, Release, and Waiver of Liability

PHOTO RELEASE

The undersigned gives Zootown 406 sports permission to photograph and use pictures or visual and audio recordings of event volunteers in professional and fundraising and/or marketing activities. On occasion, with this permission, event volunteer photographs may be included in a bulletin board, video, website(s), newsletter, album, or in personal photographs. Zootown 406 Sports respects the privacy of its volunteers and does not share photos with outside entities except for promotional reasons.

Acknowledgement of Risk

This Participant Acknowledgement of Risk, Release, and Waiver of Liability is executed by the Participant and, if a minor, his or her parent or legal guardian. The Participant and guardian do hereby freely, voluntarily, and without duress, make the following representation and execute this release under the following terms:

The Participant understands that sporting events have inherent risks and occasionally accidents occur during events and activities and that participants and volunteers may sustain serious personal injury such as broken bones, sprains, fractures, eye injuries, or other bodily injury and property damages as a consequence thereof. Knowing the inherent risks of Zootown 406 Sports events and activities, nevertheless, and in consideration of the Participant's acceptance for involvement at such an event, the undersigned hereby agree to assume those risks and to hold harmless Zootown 406 sports, and all of its agents, representatives, employees, and volunteers, from any and all liability, claims for personal injury and/or property damage, costs, expenses, and damages arising out of or connected in any way with the Participant's involvement in activities. Further, the undersigned acknowledges that Zootown 406 Sports accepts no responsibility for the loss, damage, or theft of personal property.

The undersigned parent or guardian of the Participant knows that allowing his or her child to participate in a Zootown 406 Sports activity is potentially dangerous, and fully assumes the inherent risks associated with the Participant or child's participation and involvement. The undersigned parent or guardian certifies that the Participant and/or child is physically and mentally fit to participate in these Zootown 406 Sports activities.

Release and Waiver of Liability

I acknowledge that by signing this document, I am releasing the Zootown 406 Sports., its promoters, sponsors, volunteers, and officers, directors, agents, or representatives of the above listed individuals and organizations, as well as any other participant, sponsor, or organizer (collectively referred to as "Releasees"), from any and all damages which may be sustained by me in connection with my association with or participation in this activity.

With full knowledge of the risks inherent in such activities, I hereby freely and voluntarily, without

duress, release--for myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest, and for my child (if parent or guardian signing on behalf of participant under the age of 18) (collectively "Successors"), I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE OR ALLEGE CLAIMS FOR DAMAGES against the Releasees and the sponsors of this event, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, the State of Montana, volunteers through or by which the Zootown 406 Sports will be held, (the foregoing are also collectively deemed to be Releasees), FROM ANY and all rights and CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the Zootown 406 Sports, or travel or return from the Zootown 406 Sports.

I expressly agree that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Montana in the United States of America, and this Release and Waiver shall be governed and interpreted in accordance with the laws of the State of Montana. I agree that in the event any clause or provision of this Release and Waiver is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release and Waiver which shall continue to be enforceable.

I understand that, unless otherwise agreed to in writing, Zootown 406 Sports is not responsible for ANY costs or expenses incurred during the participant's stay, including, but not limited to, travel expenses, medical/hospital expenses, or other needed supplies or services.

NOTICE

By signing this document you may be waiving your legal right to a jury trial to hold Zootown 406 Sports legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to Zootown 406 Sports' ordinary negligence that are result of Zootown 406 Sports' failure to exercise reasonable care.

Athlete's Name(s)

X

Participant/Guardian Signature

Date

Printed Name