

JORDAN COMMERCIAL CLUB 14TH ANNUAL MILL POND MASTERS

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM



1. I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.
2. I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.
3. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.
4. In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:
 - (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: The Jordan Commercial Club and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;
 - (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.
5. I acknowledge that Jordan Commercial Club and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.
6. I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers.

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7. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.
8. I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

Alcohol Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity

1. Agreement I acknowledge that Jordan Commercial Club does not provide, sell, or serve alcoholic beverages for the Mill Pond Masters Ice Golf Tournament on the Mill Pond at Lagoon Park, Jordan MN. The Jordan Commercial Club, and its volunteers are not responsible or liable for any damages to myself or third parties that result from the consumption of alcohol by myself or others, to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.
2. That should I consume alcohol on the property of Lagoon Park, Jordan MN, operated by Jordan Commercial Club, I acknowledge that I am solely responsible for any and all damages suffered by myself or that I may cause to third parties as a result of said consumption to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.
3. That should I provide alcohol to family, friends, guests, or third parties on property of Lagoon Park, Jordan MN, operated by Jordan Commercial Club, I acknowledge that I am solely responsible for any and all damages suffered by myself or third parties as a result of providing alcohol to others to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.
4. That I acknowledge it is against the law to serve, provide, or make available alcohol to anyone under the age of twenty-one (21). I swear and affirm not to provide anyone under the age of twenty-one (21) with alcohol. I further acknowledge that should anyone under the age of twenty-one (21) consume alcohol on the property Lagoon Park, Jordan MN, operated by Jordan Commercial Club, I am solely responsible for the safety and well-being of that individual.
5. That I am solely responsible and liable for any damages that result from someone under the age of twenty-one (21) consuming alcohol to include, but not limited to, property damage, personal injury, death, or disfigurement to themselves, as well as property damage, personal injury, death, disfigurement, or loss of consortium to third parties.
6. I acknowledge that Jordan Commercial Club recommended securing event insurance, to which I declined.

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7. That I have read this waiver of liability in its entirety and agree with its terms. That I have executed the waiver voluntarily and without any inducement. I hereby for myself, my heirs, executors, administrators, or anyone else who might make a claim on my behalf, covenant not to sue, waive, release, and discharge Jordan Commercial Club, its owners, operators, employees, agents, and volunteers from any and all liability, property damage, personal injury, death, disfigurement, or loss of consortium. This waiver extends to any and all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown. I further agree to hold harmless, defend, and indemnify Jordan Commercial Club, its owners, operators, employees, agents, and servants for any and all causes of action, claims, or lawsuits that may result from the consumption of alcohol on their property.

Participant Acknowledgment and Signature

I HAVE READ THIS ACCIDENT WAIVER AND RELEASE OF LIABILITY, INCLUDING THE ALCOHOL RELEASE SECTION, IN ITS ENTIRETY. I FULLY UNDERSTAND AND AGREE TO ALL TERMS, ASSUMPTIONS OF RISK, WAIVERS, RELEASES, AND INDEMNIFICATIONS CONTAINED HEREIN. I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT ANY INDUCEMENT.

Participant Information:

Player 1:

Printed Name of Participant	Signature of Participant	Date
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If Participant is Under 18 (Minor)

I am the parent or legal guardian of the above minor participant. I have read this waiver and understand its terms. I consent to my child's participation and agree to all provisions, including assumption of risk, waivers, and releases.

Parent/Guardian Name (Printed)	Parent/Guardian Signature	Date
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Player 2:

Printed Name of Participant	Signature of Participant	Date
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If Participant is Under 18 (Minor)

I am the parent or legal guardian of the above minor participant. I have read this waiver and understand its terms. I consent to my child's participation and agree to all provisions, including assumption of risk, waivers, and releases.

Parent/Guardian Name (Printed)	Parent/Guardian Signature	Date
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Player 3:

Printed Name of Participant

Signature of Participant

Date

If Participant is Under 18 (Minor)

I am the parent or legal guardian of the above minor participant. I have read this waiver and understand its terms. I consent to my child's participation and agree to all provisions, including assumption of risk, waivers, and releases.

Parent/Guardian Name (Printed)

Parent/Guardian Signature

Date

Player 4:

Printed Name of Participant

Signature of Participant

Date

If Participant is Under 18 (Minor)

I am the parent or legal guardian of the above minor participant. I have read this waiver and understand its terms. I consent to my child's participation and agree to all provisions, including assumption of risk, waivers, and releases.

Parent/Guardian Name (Printed)

Parent/Guardian Signature

Date