

**MICHIANA NERF WARS & MICHIANA LEAGUE OF NERFERS WARS& MICHIANA LEAGUE  
OF NERFERS WARS (MLN) WAIVER**

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OR RISK, AND INDEMINITY AGREEMENT**

In consideration of participating in any/all events hosted by Michiana Nerf Wars & Michiana League of Nerfers Wars I represent, that I understand the nature of Activity and that I am qualified, in good health and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participating in the Activity.

I full understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, of other participating in in the event, the conditions in which the event takes place, or the negligence of the "RELEASES" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs and damages I incur as a result of my participation in the Activity.

In consideration of the risk of injury while participating in the Michiana Nerf Wars & Michiana League of Nerfers Wars (the "Activity"), I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives knowingly enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my use of the service, and do hereby release and forever discharge Michiana Nerf Wars & Michiana League of Nerfers Wars(MLN), their affiliates, managers, members, agents, attorneys, staff, contractors, heirs, representatives, predecessors, successors and assigns, from any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I and or my guests may suffer as a direct result of my use of the service.

I agree to indemnify and hold harmless Michiana Nerf Wars & Michiana League of Nerfers Wars(MLN) against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Michiana Nerf Wars & Michiana League of Nerfers Wars(MNF) incurs any of these types of expenses, I agree to reimburse Michiana Nerf Wars & Michiana League of Nerfers Wars(MNF). I acknowledge that Michiana Nerf Wars & Michiana League of Nerfers Wars(MNF) and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Michiana Nerf Wars & Michiana League of Nerfers Wars(MNF)

I certify that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into. In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **PARENTAL CONSENT (REQUIRED FOR PARTICIPANTS UNDER THE AGE OF 18)**

I, the minor's parent and/or legal guardian, understand the nature of above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and agree to indemnify and save and hold harmless each of the releases from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by negligence of the releases or otherwise, including negligent rescue operations, and further agree that if despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above releases, I will indemnify, save and hold harmless each of the releases from any litigation expenses, attorney fees, loss liability damage, or cost any release may incur as the result of any such claim.

I certify that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into. In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

Minor's Name(s) \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Parent/Guardian Date of Birth: \_\_\_\_\_

Emergency Phone #: \_\_\_\_\_