



2024-2025

## RSA Waiver and Release of Liability, and Media Release Agreements

Rim Special Athletes (RSA) is a non-commercial, not for profit activity provider. The purpose of this agreement is to exempt, waive and release Released Parties from any and all liability, including, but not limited to, wrongful death, personal injury, property and all other damage, including, but not limited to, liability arising from the negligence of Released Parties. "Released Parties" include RSA and their representatives, administrators, consultants, Board of Directors, agents, coaches, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and, the owners, operators, and lessors of premises on which the activities or events take place.

**In consideration of the undersigned Participant being allowed to participate in any way in RSA related events and activities, the Undersigned ("Undersigned" means only the Participant when the Participant is age 18 or older or it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18) agrees and acknowledges as follows:**

- 1. Risks of Activity.** Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include, but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and negligence of the Released Parties. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.
- 2. Release and Indemnification.** Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including, but not limited to, personal injury, death, property and all other damage, arising out of or relating to Participant's participation in the activities, including, but not limited to, claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the activities.
- 3. Helmet Use.** Undersigned agrees that Participant shall use a helmet when participating in the following activities: Alpine skiing, cycling, snowboarding, white water kayaking, white water river rafting, and any other activity when directed by Released Parties. Undersigned understands that a helmet is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the activities can expose the Participant to forces that exceed the limits of protection provided by a helmet. Undersigned agrees to assume full responsibility for complying with this paragraph and that Released Parties shall not be liable for any injury or damages resulting from Participant's failure to use a helmet or failure of the helmet to protect the Participant.
- 4. MEDIA RELEASE FORM MEDIA/PHOTO WAIVER:** Undersigned authorizes and gives full consent to Released Parties to copyright and/or publish for public view any and all photographs, digital recordings, videotapes and/or film in which Participant appears. Undersigned agrees that Released Parties may transfer, use, or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations.
- 5. Miscellaneous.** Undersigned agrees (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) **ARBITRATION:** This Agreement shall be governed by, and construed under, the applicable laws of the state of California. All claims and disputes arising under, or relating to this Agreement including, but not limited to, breach of duty, liability, scope of applicability, and interpretation, are to be settled by binding arbitration in the state of California. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by a neutral, mutually selected arbitrator with legal experience required for an arbitrator, and shall include a written record of the arbitration hearing.

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The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing person, organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction. (c) this agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

### PLEASE PRINT CLEARLY

Participant's Name \_\_\_\_\_ DOB \_\_\_\_\_

Cell Phone # \_\_\_\_\_

Phone # \_\_\_\_\_

Email address \_\_\_\_\_

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

### FOR PARTICIPANTS UNDER THE AGE OF 18

Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this agreement. Additionally, by signing this agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the activities. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

Minor's Date of Birth \_\_\_\_\_

Parent/Legal Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Legal Guardian Name \_\_\_\_\_

Relationship \_\_\_\_\_

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