

Italian American Citizens Club
48 Summit Street
Oyster Bay, New York 11771

TOURNAMENT LIABILITY RELEASE

Event Name: IACC Bocce Tournament

Event Date: June 14, 2025

Location: Italian American Citizen's Club of Oyster Bay

I, the undersigned participant attending the IACC Bocce Tournament (the "Tournament"), hereby acknowledge and agree to the following terms and conditions:

In consideration of being allowed to participate in the Tournament, I release the Italian American Citizen's Club of Oyster Bay (hereinafter referred to as "the Organization"), its officers, members, volunteers, contractors, agents, and representatives (hereinafter referred to as "Released Parties", from any and all claims, demands, actions, or causes of action arising out of or related to any loss, damage, injury, or harm that may occur to me or my property during or as a result of my participation in the Tournament.

I, the undersigned, hereby personally assume all risks of the Tournament, whether foreseen or unforeseen, that may befall me in connection with my attendance at the Tournament, including travel to and from the Tournament.

I understand and agree that, to the extent permissible under applicable law, neither the Organization nor any of its Released Parties may be held liable or responsible in any way for any accident, injury, illness, death or other damages to me, my family or assigns that may occur as a result of my participation in the Tournament or as a result of the negligence of any party, including the Organization or Released Parties, whether passive or active.

To the extent permissible under applicable law, I further release, exempt and hold harmless the Released Parties from any claim or lawsuit by me, my family or assigns, arising out of my enrollment and participation in the Tournament. Additionally, I agree to refrain from and expressly waive any rights related to initiating, acting as individual plaintiff or as a member of a group of plaintiffs, or being involved in any other manner in any legal claim of any nature against the Organization or Released Parties related to any of the circumstances included in this document.

I hereby acknowledge that my participation in the Tournament is entirely voluntary. I agree to observe and obey all posted and delivered rules and warnings, and further agree to follow any oral instructions or directions given by the Organization or the members or agents of any of the foregoing. I will inspect any equipment to be used, as well as the facilities, prior to using it, and if I believe anything is unsafe or unusual, I will immediately advise the Organization and not participate. I acknowledge that I am physically fit and mentally capable of (1) performing the physical activities in which I choose to participate and (2) participating in the Tournament.

I understand that alcohol may be served at the Tournament and/or during any of the activities and agree to abide by all Organization rules as well as all laws, rules and regulations relating to the consumption of alcohol, and that I will not overindulge in any such consumption. I acknowledge and agree that any alcohol consumption is entirely voluntary.

I grant the Organization the irrevocable right and permission to use photographs or video footage of me taken during the Tournament for promotional, marketing, or educational purposes without any compensation to me.

I understand that the activities in connection with the Tournament may be physically strenuous and that I may be exerting myself at certain times during the Tournament, and that if I am injured as a result of heart attack, panic, hyperventilation, or any other cause, that I expressly assume the risk of said injuries and that, to the extent permissible under applicable law, I will not hold the Organization or Released Parties responsible for the same. This waiver and release of liability includes, without limitation, all injuries which may occur as a result of: (1) my participation in the Tournament and any other activities I engage in at an Organization office building or facility; (2) the sudden and unforeseen malfunctioning of any equipment; (3) my slipping and/or falling while participating in the Tournament; (4) contact with other participants;

(5) and all other risks relating to the Tournament and any equipment being known and appreciated by me, as well as those currently unknown to me.

I further state that I am of lawful age and legally competent to sign this Tournament Liability Release. I understand the terms herein are contractual and not a mere recital, and that I have signed this Tournament Liability Release of my own free act and with the knowledge that, to the extent permissible under applicable law, I hereby agree to waive my legal rights. I further agree that if any provision of this Tournament Liability Release is found to be unenforceable or invalid, that provision shall be severed from this Tournament Liability Release, without affecting the validity of the rest of the document. The remainder of this Tournament Liability Release will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that, to the extent permissible under applicable law, I am not only giving up my right to sue the Organization or Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Organization or Released Parties resulting from my injury, property damage, or death. I further represent I have the authority to do so and that my heirs, assigns, and/or beneficiaries will be estopped from claiming otherwise because of my representations to the Organization and Released Parties.

I hereby agree, to the extent permissible under applicable law, to defend, indemnify and hold harmless and to voluntarily release, discharge, waive and relinquish the Organization and Released Parties from and against any and all actions, causes of action, claims, demands, and liabilities (including, but not limited to, personal injury, property damage and wrongful death) resulting in any manner from my attendance and participation, whether caused by negligence or otherwise.

Notwithstanding any other provision of this Tournament Liability Release, in relation to residents of New York State: if and to the extent U.S. law applies, nothing in this Tournament Liability Release shall be interpreted or deemed to limit or exclude the liability of any Released Party for (a) death or personal injury caused by that Released Party's negligence, (b) fraud, or (c) any other type of liability that may not be lawfully limited or excluded under United States law.

I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS TOURNAMENT LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Full Name (Print) _____

Signature _____ Date _____