

CRYSTAL LAKE STRIKERS DRUMLINE, INC. PARTICIPATION TERMS & CONDITIONS

Waiver, Release and Authorization Agreement

Participant Name: _____

☐ Minor (check if participant is a minor)

PLEASE READ THIS FORM CAREFULLY/ IN SIGNING UP AND PARTICIPATING IN PROGRAMS OR ACTIVITIES OF THE CRYSTAL LAKE STRIKERS ("STRIKERS"), YOU WILL BE WAIVING AND RELEASING ALL CLAIMS FOR INJURIES ARISING OUT OF THESE PROGRAMS AND ACTIVITIES AS SET FORTH BELOW.

IN CONSIDERATION for being permitted to participate in the programs and activities of the Crystal Lake Strikers ("STRIKERS") for any purpose including, but not limited to, education, observation, or use of equipment or the Crystal Lake Striker's facility ("FACILITY"), or participation in any off-site program or activity affiliated with the STRIKERS ("program/activity"), the undersigned, on behalf of himself or herself and such participating minors and any personal representatives, heirs, and next of kin (hereinafter "the undersigned") hereby acknowledges and agrees as set forth below. **The terms "I," "me," "my," and "you," also refer to the undersigned, including parents and guardians, as well as participants in the programs.**

Warning and Assumption of Risk. Performance programs and activities are intended to challenge and engage the physical, mental, and emotional resources of each participant. Despite careful and proper preparation, instruction, medical advice, conditioning, and equipment, there is still a risk of injury when participating in any such program. Understandably, not all hazards and dangers can be foreseen. Depending on the particular activity, participants must understand that certain risks, dangers, and injuries due to slipping, falling, poor skill level or conditioning, carelessness, horseplay, unsportsmanlike conduct, premises defect, failure of equipment, supervision or instruction, and all other circumstances inherent to indoor, outdoor, and live performance programs exist.

I have inspected and carefully considered such premises, equipment and FACILITIES and/or the affiliated program and I find and accept same as being safe and reasonably suited for the use or participation by the undersigned and such participating minors and acknowledge that it is impossible for the STRIKERS to guarantee absolute safety.

I recognize and acknowledge that there are certain risks of physical injury to participants in a program/activity and related performances, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of such participation. I further understand that any advisements or warning of the particular risks of these programs that I subsequently receive will be incorporate by reference into and become a part of the Agreement.

Waiver, Release, and Hold Harmless. I AGREE TO WAIVE AND RELINQUISH ANY AND ALL CLAIMS I MAY HAVE AS A RESULT OF PARTICIPATING IN THESE PROGRAMS/ACTIVITIES AGAINST THE STRIKERS AND ITS SPONSORS AND PARTNERS, INCLUDING BUT NOT LIMITED TO THE NORTHERN ILLINOIS SPECIAL RECREATION ASSOCIATION (NISRA), THE RAUE CENTER FOR THE ARTS ("SPONSORS/PARTNERS") FOR THE PROGRAMS/ACTIVITIES IN WHICH I PARTICIPATE. I HEREBY FULLY RELEASE AND DISCHARGE THE STRIKERS AND THE OTHER RELEASED PARTIES UNDER THIS AGREEMENT FROM ANY AND ALL CLAIMS FOR INJURIES, DAMAGES OR LOSS WHICH I MAY HAVE OR WHICH MAY ACCRUE TO ME ON ACCOUNT OF MY PARTICIPATION IN THESE PROGRAMS. I further agree to indemnify and hold harmless and defend the STRIKERS and any and all other parties, from any and all claims with or in any way associated with my conduct and the activities of these programs/activities. I further understand and agree that the terms such as participation and activities, referred to in this Agreement, include all exercises and physical movements of any nature while I am participating in these programs/activities and further include the provision of or failure to provide proper instructions or supervision, the use and adjustment of any and all machinery, equipment, and apparatus, and anything related to my use of the service, facilities or premises involved in these programs/activities, and transportation to and from any events.

I further agree that this waiver, release, and hold harmless extends to the STRIKER's officers, employees, volunteers, and any and all other participating or cooperating governmental units, and their respective officers,

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employees, and volunteers that might be directly or indirectly liable for any injuries that I might sustain while participating in these programs/activities.

I DO HEREBY FULLY RELEASE AND FOREVER DISCHARGE THE STRIKERS FROM ANY AND ALL CLAIMS FOR INJURIES, DAMAGES OR LOSS THAT MY MINOR CHILD/WARD OR I MAY HAVE OR WHICH MAY ACCRUE TO ME OR MY MINOR CHILD/WARD AND ARISING OUT OF, CONNECTED WITH, OR IN ANY WAY ASSOCIATED WITH ANY STRIKERS PROGRAM/ACTIVITY IN WHICH I PARTICIPATE.

Photo and Video Authorization. I hereby give my consent for the STRIKERS and its program/activity sponsors or partners, including but not limited to the Northern Illinois Special Recreation Association (NISRA), the Raue Center for the Arts, and third parties authorized by them to use photos/video coverage of myself and/or minor child/ward for the STRIKER's or its program/activity sponsors and partners' respective websites and social media outlets, program guides, flyers, and nonprofit marketing. I understand that such photos/video coverage remain the property of the STRIKERS and its sponsors/partners. Requests for copies of photos/videos distributed under this authorization will be honored, when possible, but at my expense.

Emergency Medical Treatment. In case of emergency, I give my permission for the participant to receive any first aid, transportation, or medical attention that may be required.

Acknowledgment. I understand the nature of these programs for which I am registering and have read and fully understand this Waiver, Release, and Authorization Agreement, and I am signing it voluntarily.

An electronically transmitted signature shall substitute for and have the same legal effect as an original form signature.

Participant Signature

Date:

Parent/Guardian Signature (if participant is under 18

Date: