



## WAIVER OF LIABILITY

### PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of **The Jimmy V Classic**, their members, agents, officers, volunteers, participants, employees, and all other persons or entities acting in capacity on their behalf, I do hereby agree to release and discharge **The Jimmy V Classic**, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that physical activity entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Collision with fans and other participants, the walls or other fixed objects; falling down; my own equipment failure or the failure of other's equipment; my own or other's negligence; objects or conditions on the gym floor surface that may cause me to fall; break bones; sprains; head, neck and back injuries; abrasions; and bruises or even death.

Furthermore, **The Jimmy V Classic** employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness, abilities or limitations. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risk in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless **The Jimmy V Classic** from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of **ISEA's** equipment or facilities, including such claims which allege negligent acts or omission of **The Jimmy V Classic**.

4. Should **The Jimmy V Classic** or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs – of all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against **The Jimmy V Classic**, I agree to do so solely in the state of Wisconsin, and I further agree that the substantive law of that state shall apply in this action without regard to the conflict of law rules of that state.

7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

**By signing this document, I agree that if anyone hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against The Jimmy V Classic on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Participant Name \_\_\_\_\_ Birthdate \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Participant Email Address \_\_\_\_\_  
Phone with area code (\_\_\_\_) \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S AGREEMENT & ADDITIONAL INDEMNIFICATION

#### (Must be completed for participants under the age of 18)

In consideration of my son/daughter, named above, being permitted by me to participate in **The Jimmy V Classic** and to use its equipment and facilities, I agree to the terms set forth above, on behalf of my son/daughter and individually, and further agree to indemnify and hold harmless from any and all Claims which are brought by, or on behalf of my son/daughter, and which are in any way connected with such use or participation by my son/daughter.

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_  
Parent Email Address \_\_\_\_\_

**All participants must have a signed medical consent form authorizing a person on premises to consent to appropriate medical treatment.**



## **MEDICAL CONSENT FORM**

I \_\_\_\_\_ parent/guardian of \_\_\_\_\_ give The Jimmy V Classic including all representatives, coaches, and volunteers permission to give all necessary medical attention deemed necessary by authorized medical personnel.

In case of emergencies please contact the following people to further approve serious medical care.

Insurance carrier \_\_\_\_\_

Name on Insurance carrier card \_\_\_\_\_

Student Name \_\_\_\_\_

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

If the unfortunate event of an injury and we are unable to contact the above Parent/Guardian please list an emergency contact.

Emergency Contact Name \_\_\_\_\_

Emergency Contact Number \_\_\_\_\_