RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK

This is a Waiver and Release. Please read it carefully before signing.

I, the undersigned, enter into this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement") for the benefit of Beaufort County and Released Parties, myself, my personal representatives, next of kin, heirs, successors, and assigns.

- I make this Agreement in consideration of the Released Parties providing me with the opportunity to participate as a volunteer in/at Beaufort County Parks and Recreation.
- I understand that the sport may take place on a location or under conditions that may be dangerous and/or dangerous to me. I understand that I may be exposed to hazards which are inherent in sports related events including but not limited to: exposures to weather, over-thrown baseballs, soccer balls, footballs, baseball bats, etc.
- **I KNOWINGLY AND FREELY ASSUME ALL RISKS, KNOWN AND UNKOWN, EVEN IF THOSE RISKS ARISE FROM THE NEGLIGENCE OF THOSE PARTIES (SPECIFICALLY BEAUFORT COUNTY) WHO ARE RELEASED BELOW AND I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.**
- My participation or child's participation in this sport is completely voluntary and I have neither received nor expect to receive any compensation for my participation in it.
- I agree to read, listen to and follow all safety instructions and procedures presented in conjunction and to use my best independent judgment based upon my physical and mental abilities at all times, and to immediately terminate participation in this Project immediately if I believe the activities become too strenuous, difficult or hazardous for me.
- I agree that the activities necessary to complete the sport have been fully and adequately explained to me and that I am physically and mentally capable of participating in the sport without injuring myself in any manner.
- **FOR MYSELF, AND ON BEHALF OF MY HEIRS, I HEREBY RELEASE AND HOLD HARMLESS BEAUFORT COUNTY, OTHER INDIVIDUAL VOLUNTEERS, PROJECT COORDINATORS, SPONSORS, SUPPLIERS, SUPPORTERS AND ALL PRIVATE AND PUBLIC LAND OWNERS ON WHOSE PROPERTY THE SPORT MAY BE LOCATED (collectively "Released Parties"), including without limitation, the Released Parties' employees, agents, personal representatives, heirs, successors and assigns FOR ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO MYSELF OR MY PROPERTY WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE AND/OR WANTON MISCONDUCT.**
- I agree to hold the Released Parties harmless, indemnify them, discharge them, covenant not to sue them, and reimburse them, for any liability, claims, sums, costs, or other expenses on my account that may be caused in whole or in part by my participation in the sport.
- I further agree that despite this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, if I, or anyone on my behalf, makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from any litigation expenses, attorneys' fees, loss, liability, damage, or costs that any Released Party incurs as a result of such action.
- I intend this Agreement to be a **complete and unconditional release** of all liability to the greatest extent allowed by law, and I further agree that if any portion of this Agreement is held invalid, then the balance of the Agreement shall continue in full force and effect.
- I understand that a photographer may be present to photograph the activities at the sport and that I may be photographed while participating in the sport. I agree that I will contact the photographer if I do not wish to be photographed.
- I hereby grant Beaufort County the irrevocable and unrestricted right to use and publish photographs of me, or in which I may be included. I hereby release Photographer and his/her legal representatives and assigns and Beaufort County from all claims and liability relating to any such photographs.
- I/we confirm that the parent and player have been provided with, and acknowledge that the parent and player have read / reviewed and understand information provided by team managers regarding sports concussion and the Beaufort County Concussion Management Guidelines policy. I / we understand that in any contact sport there is the possibility that the injury of concussion can occur. I /we also acknowledge that it is the responsibility of the officials, coaches, parent / guardian, and players to support safe performance practices while competing. It is also the responsibility of officials, coaches, parent / guardian, and players to be aware of and recognize the signs and symptoms of concussion and to act in a timely manner through established guidelines in dealing with an injury.
- I also give the instructor, coach, staff of Beaufort County Parks and Recreation, volunteers and persons acting on behalf Beaufort County Parks and Recreation permission to seek medical attention for my child in my absence.
- There will be no returning players guaranteed. A season can consist of 8-12 games. The number of games will depend on the number of teams and age. If games are cancelled for mother nature or other reasons, Parks and Recreation will make every attempt to reschedule if possible, no guarantee. If games aren't or can't be rescheduled or rescheduling is not necessary no refund will be issued. I, the parent/guardian of said child, assume all risks and hazards incidental to such participation, including transportation to and from activities.
- I also understand that unless Parks and Recreation has a birth certificate for my child on file, I will provide a copy at the time of registration or my child will be unable to participate.
- I understand age groups and gender groups could change if needed to form teams.
- If I order the wrong size uniform I will be responsible for the current cost of replacement as well as the shipping fee.
- I am aware of all refund deadlines and policies. I am aware that a 75% credit will be given up to one week after the last day of registration. If a doctor□s note accompanies the request for a refund, then a credit will be given until uniforms are ordered. Once uniforms are ordered, no credit will be issued. 100% refund will be given if the program is cancelled by Parks and Recreation.
- I will adhere to the Code of Conduct outlined by Parks and Recreation and will also make sure all family and friends that attend events are aware of this as well. I will follow all rules and policies or understand I may be removed from a Parks and Recreation facility and may not be able to return.
- I will return all issued equipment or I understand my child or any family members may participate or use a Parks and Recreation facility.
- I further certify that all information provided is true and accurate to the best of my knowledge. Any false information may cause my child to be removed from current or future participation in Parks and Recreation.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. NOTE: THIS RELEASE & WAIVER DOES NOT ALTER OR AFFECT ANY PROTECTIONS AFFORDED VOLUNTEERS BY ANY STATE OR FEDERAL LAWS. I AM AUTHORIZED TO AGREE TO THIS WAIVER FOR THE FOLLOWING VOLUNTEERS/PARTICIPANT UNDER 18.