



# Waiver of Liability

I, \_\_\_\_\_, (the "Participant") desires to attend the Event sponsored and organized by The Courts at Clear Creek. In exchange for the Participant being able to attend the Event, I unconditionally and irrevocably agree as follows:

1. **ASSUMPTION OF RISK:** I understand that participation in or attendance at the Event involves inherent risks and dangers of accidents, property loss or damage, serious personal and bodily injury, death, and severe social and economic losses. These may result not only from Participant's own or others' actions, in-actions, or negligence, but the rules of play, or the condition of the facilities, equipment or vehicles. Further, there may be other risks not known to me or foreseeable at this time. I understand and I have considered and evaluated the nature, scope, and extent of the risks involved to Participate, and I voluntarily and freely choose to assume these risks.

2. **RELEASE FROM LIABILITY:** Participant fully and forever releases, and discharges The Courts at Clear Creek, its owners, employees, agents, insurers, sponsors, advertisers, or operators of the event, facilities, equipment, and vehicles, and all others involved in the Event (the "Released Parties") from any and all injuries including death), losses, damages, claims (including negligence claims), lawsuits, and any other liability of any kind, of or to Participant, his/her property, or any other person, directly or indirectly arising out of or in connection with Participants attendance at the event, including transportation related to the event, even if it is due to the negligence or other fault of the Released Parties.

3. **COVENANT NOT TO SUE:** Participant will not initiate any lawsuit, court action or other legal proceeding against the Released Parties, nor join or assist in any prosecution of any claim for money damages which anyone may have, on account of injuries (including death), losses, or damages sustained by Participant or others in connection with Participant's attendance at the event, and I, on behalf of Participant, waive any right to do so.

4. **INDEMNITY:** Participant will hold harmless, indemnify, and reimburse the Released Parties from and for any sums, costs or expenses (including attorney fees) incurred by any of the Released Parties or paid by them to any person (including Participant or his/her insurers) in connection with any accident, injury (including death), loss, or damage sustained by Participant or others in connection with Participant's attendance or participation in ether Event, including transportation related to the Event.

5. **NO INSURANCE; MEDICAL EXPENSES; MEDICAL CARE:** I understand that The Courts at Clear Creek does not provide Participant with any insurance, life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with Participant's attendance at the event. I authorize and permit The Courts at Clear Creek, its agents, and event personnel to administer first aid to the Participant, emergency transportation, and any other medical treatment performed by physicians, paramedics, and other medical personnel, in the event of any illness, accident or injury to the Participant.

6. **PROMOTIONS, ADVERTISING AND PROGRAMS:** For good and adequate consideration, which I acknowledge I have received, I hereby grant, release and quitclaim to the Company the right and authority to use, see, reproduce, and distribute, quoted material, biographical information, my photograph, likeness, recorded voice or videotaped filmed appearances obtained in connection with the Event (the "Materials") for promotional and advertising purposes or programs as the Company in its sole discretion will deem appropriate.

Print Name: (last) \_\_\_\_\_ (first) \_\_\_\_\_

Email: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_