

Release & Waiver of Liability

In consideration of participating in the Sports activity and event hosted by Timothy Chew and Elizabeth Cucco, I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.

I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "Releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue Timothy Chew or Elizabeth Cucco, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

As an applicant for participation in the sport and/or recreational activity offered by Timothy Chew or Elizabeth Cucco (the "Individuals"), I am aware that the Timothy Chew or Elizabeth Cucco does not provide medical insurance in such sport and/or recreational activity.

In the event of an emergency, I hereby grant Timothy Chew or Elizabeth Cucco to give whatever immediate treatment is necessary and/or take my self/child to a hospital emergency room.

Permission is hereby granted to utilize photos and video taken at Timothy Chew and Elizabeth Cucco Sport and/or recreational Activity as promotional materials.

I understand that in circumstances when the weather makes the event unsafe; like raining, severe storms or unforeseen logistical circumstances take place that our session can be subject to being canceled at any time. I agree to allow 24 hours notice before canceling a session myself and understand there is a 50% charge if less than 24 hours notice is given.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Signature: _____

Date: _____

Parental Consent (if applicable)

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

Signature of Parent/Guardian: _____

Printed Name of Parent/Guardian: _____
Date: _____