

RELEASE, WAIVER OF LIABILITY, AND PROMISE OF INDEMNIFICATION

I, the undersigned, acknowledge the inherent risks involved in playing basketball in the 3 on 3 tournament (the "Tournament") being held on the property of the Elkhart County 4-H and Agricultural Exposition, Inc. (the "Fair").

This is a Release, Waive of Liability, and Promise of Indemnification (the "Release") which, when signed, contractually waives any claims against the Fair that may arise in connection with my participation in the Tournament. PLEASE READ THIS RELEASE CAREFULLY BEFORE SIGNING YOUR NAME.

In consideration of the opportunity afforded to participate in the Tournament, I, the undersigned, for myself and on behalf my heirs, assigns, personal representatives and next of kin, do freely subscribe to the following contractual obligation:

I fully understand the risks associated with my participation in the Tournament and do hereby freely and voluntarily, for myself, my heirs, assigns, personal representatives and next of kin, assume all risk and liability for any damage or injury to person or property that may occur as a result of my participation in the Tournament, and I, for myself, my heirs, assigns, personal representatives and next of kin, do hereby **RELEASE, DISCHARGE, and COVENANT NOT TO SUE** the Fair, its parents, successors, subsidiaries, directors, officers, employees, contractors, members, insurers, agents and volunteers (collectively, the "Releasees"), and do hereby **WAIVE and DISCHARGE** all claims, demands, rights or causes of action present or future, whether known or unknown, anticipated or unanticipated, that I might have against the Releasees, for any reason, including **NEGLIGENCE ON THE PART OF THE RELEASEES**, and agree to indemnify and hold harmless the Releasees, from and against any and all claims, damages, and judgments, of whatever nature, including attorney's fees, that may be asserted or entered against any of them in connection with my participation in the Tournament.

Further, I verify that no medical condition exists which would pose a threat to my health or life during participation in the Tournament, and that I, the undersigned, am medically fit to participate in the Tournament.

I hereby give the Fair permission to photograph me, and the perpetual and non-exclusive right to use my image in communications produced by the Fair and others in support of the Tournament. I waive any right to inspect or approve the finished communications. I understand and agree there be no monetary compensation for such use.

I have read the Release and fully understand its terms, and understand that I have waived substantial rights by signing this Release, and I have signed it freely and without inducement, coercion, or assurance of any nature, and intend it to be a complete and unconditional release of any and all liability, and agree that, if any portion of this Release is held invalid by a court of competent jurisdiction, any portion not being held invalid shall remain in full force and effect.

YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE FAIR HAS THE RIGHT TO REFUSE TO LET THE UNDERSIGNED PARTICIPATE IN THE PROGRAM IF YOU DO NOT SIGN THIS FORM.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND THE CONTENTS.

IF PARTICIPANT IS UNDER 18, PARENT MUST ALSO SIGN ON THE NEXT PAGE

Date: _____

Participant's Printed Name

Address: _____

Participant's Signature

Telephone: _____

**PARENT OR GUARDIAN PERMISSION AND
RELEASE, WAIVER OF LIABILITY, AND PROMISE OF INDEMNIFICATION**

In consideration for my child or ward being allowed to participate in the Tournament, I, the undersigned, as the parent or legal guardian of the child named above, give permission for the minor child or ward to participate in the Tournament.

I understand that by its very nature, that participating in the Tournament can be a dangerous, which exposes my child to serious personal injury or death.

I hereby certify that my child is fully capable of participating in the Tournament and that my child is healthy and has no physical or mental disabilities or infirmities that would restrict his or her full participation in these activities.

I acknowledge that I have read (or have had read to me) each and every one of the provisions in this Release, that I understand each of the provisions in this Release.

I agree on behalf of the minor, myself and my spouse, heirs, and legal representatives, to the terms of the above Release.

Date: _____

Parent or Legal Guardian's Printed Name

Address: _____

Parent or Legal Guardian's Signature

Telephone: _____