Twin Cities Robert Emmets Hurling Club

Waiver and Release From Liability and Assumption of Risk

Name Emergency Contact

Parent/Guardian Emergency Phone

\*Read Before Signing\*

In consideration of my, my child’s, or my ward’s participation in the TWIN CITIES ROBERT EMMETS HURLING CLUB (“Club” or “TCRE”) and related activities and events, I hereby waive and release, indemnify, hold harmless and forever discharge the Club and its members, agents, employees, emergency volunteers, officers, directors, affiliates, successors, and assigns (such parties together with the Club being collectively referred to as the “Released Parties”), from any and all damages, losses, claims, demands, debts, contracts, expenses, causes of action, lawsuit, damages, and liabilities, of any kind and nature, whether known or unknown, in law or equity, that I, my child, or my ward have or may have, arising from or in any way related to my, my child’s, or my ward’s voluntary participation in the sport of hurling or the Club’s related programs, activities and events, even if arising from the negligence of the released parties; provided, however, that this waiver of liability does not apply to acts of intentional misconduct. I understand and agree that:

1. The risk of injury from activities involved in the sport of hurling is significant, including the potential for permanent injury, paralysis, death and damager to personal property, and while particular skills, equipment, and personal discipline may reduce these risks, the risk of serious injury does exist; and
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the released parties or others, and I assume full responsibility for my, my child’s or my ward’s participation; and
3. I agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual, significant hazard during my, my child’s, or my ward’s presence or participation, I will remove myself, my child, or my ward from participation and bring such to the attention of the Club; and
4. I certify that I, my child, or my ward have no health related conditions, such as heart problems, pregnancy, broken bones, recent surgery or illness, balance disorders, epilepsy, neck injury or any other physical or mental condition that would prevent me, my child, or my ward from safely participating in this activity; and
5. If injury occurs in connection with the event, I agree that anyone who provides medical assistance to me, my child, or my ward shall not be liable if they increase the injury or cause additional injury or death; and
6. The Club requires the use of a helmet with a full facemask. I understand that the use of such helmet may reduce the likelihood of injuries. Likewise, a full facemask may further reduce the risk of injury. I acknowledge the requirement of a helmet with a full facemask.

(Continued on following page or on back of form, as applicable)

I have had an opportunity to ask questions, and these questions and the answers thereto are indicated below. Any and all of my questions have been asked and answered to my complete satisfaction. I understand the risks of participation in this activity.

Notes of questions and answers:

The above notes are as stated a true and accurate record of what was asked and answered. With respect to any risks orally discussed, the participant or parent/guardian, if applicable, indicated complete understanding of the risks.

TCRE representative initials: Participants initials:

 (or initials of parent/guardian if applicable)

My initials below state that I allow TCRE to use my picture and likeness in any and all Club related forms, fliers, and posters, and including website, facebook page, and any other form of social media.

TCRE representative initials: Participants initials:

 (or initials of parent/guardian if applicable)

**FOR PARTICIPANTS OVER THE AGE OF EIGHTEEN**

I have read, understand, and fully agree to the terms of this waiver and release. I understand and confirm that by signing this waiver and release that I have given up substantial future legal rights, and my signature is proof of my intention to execute a complete and unconditional waiver and release of all liability to the full extend of the law. I am signing this waiver and release freely and voluntarily without any inducement, and under no duress or threat of duress.

X Age: Date Signed:

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE**

(under age 18 at the time of this agreement)

This is to certify that I, as parent/guardian with legal responsibility for this participant and the authority to enter into this contract on behalf of the child, do consent and agree to the waiver and release as provided above, and for myself, my child, my ward, and our heirs, assigns, and next of kin, I waive, release and agree to indemnify and hold harmless the released parties from any and all liabilities incident to my minor child’s/ward’s involvement or participation in the activities as described above, even if arising from the negligence of any or all of the released parties to the fullest extent permitted by law. I am signing this waiver and release freely and voluntarily without any inducement, and under no duress or threat of duress.

X Age: Date Signed:

 Parent/Guardian’s signature