

# HELLGATE ROLLER DERBY

## Waiver & Release of Liability

### Assumption of Risk and Indemnity Agreement

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In consideration of being permitted to participate in the sport of flat track or banked track roller derby, or to enter for any purpose the Restricted Areas (defined as including, but not limited to, the skating surface, infield, locker rooms, walkways, concessions, and all other appurtenant areas where any activity related to the Event takes place, or where special authorization, permission, or credentials are required, or where admittance by the general public is restricted or prohibited), or to compete, officiate, observe, work for, or participate in any way in the Events, each of the Undersigned, for themselves and for their personal representatives, assigns, heirs, and next of kin, hereby agrees as follows:

#### 1. Inspection and Acknowledgment of Conditions

The Undersigned acknowledges, agrees, and represents that they have, or will immediately upon entering any Restricted Area and continuously thereafter, inspected such Restricted Areas. The Undersigned warrants that their participation in the Events and entrance upon the Restricted Areas constitutes an acknowledgment that the Restricted Areas have been inspected and are safe and reasonably suited for the purposes of roller derby. The Undersigned further agrees that if, at any time, they feel anything to be unsafe, they will immediately advise the Officials of such conditions and will leave the Restricted Areas.

#### 2. Release and Waiver of Liability

The Undersigned hereby releases, waives, discharges, and covenants not to sue the promoters, participants, Hellgate Roller Derby and/or Hellgate Hellions, sanctioning organizations or any subdivision thereof, facility operators, officials, any persons in the Restricted Areas, rescue personnel, sponsors, advertisers, owners and lessees of premises on which the Event is conducted, premises inspectors, Event inspectors, surveyors, underwriters, consultants, and others who offer recommendations, directions, or instructions, or engage in risk evaluation or loss control activities regarding the premises or Events (collectively "Releasees"), and each of them, their officers, directors, agents, and employees, from all liability to the Undersigned, the Undersigned's personal representatives, assigns, heirs, and next of kin for all loss or damage sustained by the Undersigned, and any claim or demands resulting therefrom, on account of injury to person or property, or resulting in death, whether caused by the negligence of the Releasees or otherwise, while the Undersigned is in or upon the Restricted Areas and/or competing, officiating, observing, working for, or for any purpose participating in the Events.

#### 3. Indemnification

The Undersigned hereby agrees to indemnify, save, and hold harmless the Releasees from any loss, liability, damage, or cost they may incur due to the presence of the Undersigned in or upon the Restricted Areas, or in any way competing, officiating, observing, working for, or for any purpose participating in the Events, whether caused by the negligence of the Releasees or otherwise.

#### 4. Assumption of Risk

The Undersigned hereby assumes full responsibility for the risk of bodily injury, death, or property damage due to the negligence of the Releasees or otherwise, while in or upon the Restricted Areas and/or while competing, officiating, observing, working for, or for any purpose participating in the Events.

#### 5. Acknowledgment of Dangerous Activity

The Undersigned expressly acknowledges that the activities of the Events are very dangerous and involve the risk of serious injury and/or death and/or property damage. The Undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.

#### 6. Extent of Agreement

The Undersigned further expressly agrees that the foregoing Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations.

I AM 18 YEARS OF AGE OR OLDER. I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, ORAL OR WRITTEN, AND INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT.

## ADULT PARTICIPANT — SIGNATURE

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Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

# HELLGATE ROLLER DERBY

## Junior Program Addendum

### Waiver & Release of Liability — Minor Participants

**This addendum must be completed by a parent or legal guardian for all participants under the age of 18. It supplements the HRD Waiver & Release of Liability above, all terms of which apply equally to minor participants.**

In consideration of the minor participant named below being permitted to participate in the sport of flat track or banked track roller derby through Hellgate Roller Derby and/or the Hellgate Hellions junior program, the undersigned parent or legal guardian, on behalf of the minor and on their own behalf, for their personal representatives, assigns, heirs, and next of kin, hereby agrees to all terms set forth in the HRD Waiver & Release of Liability above, including the Release and Waiver of Liability (Section 2), Indemnification (Section 3), Assumption of Risk (Section 4), Acknowledgment of Dangerous Activity (Section 5), and Extent of Agreement (Section 6).

The undersigned parent or legal guardian further represents and warrants that:

- They have full legal authority to execute this agreement on behalf of the minor participant.
- They have read, understands, and agrees to all terms of this agreement, and acknowledges that the minor participant will be bound by them.
- They understand that roller derby is a dangerous sport involving the risk of serious injury, death, and/or property damage, and expressly consents to the minor's participation with full knowledge of those risks.
- They agree to indemnify and hold harmless all Releasees (as defined above) from any claims arising from the minor's participation, including claims brought on the minor's behalf.

**I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT NAMED BELOW. I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS ON BEHALF OF MYSELF AND THE MINOR BY SIGNING IT, AND HAVE SIGNED VOLUNTARILY. I INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

### MINOR PARTICIPANT & GUARDIAN — SIGNATURES

Minor Participant's Legal Name (print): \_\_\_\_\_

Minor Participant's Derby Name (print): \_\_\_\_\_

Guardian's Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

Guardian's Signature: \_\_\_\_\_

Relationship to Minor: ☐ Parent ☐ Legal Guardian