

Waiver, Release of Liability, Indemnification Agreement (“Waiver”)

I, the undersigned, as the parent or legal guardian of the minor named below (“Minor”), do hereby give my full consent and approval for the Minor to attend or participate in the activities indicated below.

I acknowledge, agree and understand that:

1. Voluntarily and of my own free will, I elect to allow the Minor to attend or participate in any or all activities associated with the Youth Clinic – 75th Anniversary which is a series of events held at the Sargent’s Stadium at the Point on August 4, 2019.
2. I understand that there are certain risks and hazards involved in this Minor’s participating in or attending these events that may result in injury or death to myself, the Minor, and/or other people including, but not limited to those hazards associated with the arranged facilities, event conditions, equipment, and other participants, and I am willing to assume these risks.
3. I understand that the very nature of these events are hazardous and risky, including, but not limited to, eating, drinking, and collisions with other people and with stationary objects, all of which can cause serious injury or death to myself, the Minor, and/or to other participants.

Further, I, the undersigned, agree that in consideration for the right to allow the Minor to attend or participate in the Youth Clinic – 75th Anniversary and in consideration for permission to attend or participate on the premises arranged for by CNHI, LLC:

1. On behalf of the Minor and myself, I voluntarily elect to accept and assume all risks of injury incurred or suffered by the Minor or myself (a) while attending or participating in the event so designated (b) while serving in a non-participating capacity as observer during activity by other participants in the respective event, and (c) while on or upon the premises of any and all of the facilities arranged for by CNHI, LLC
2. In addition to giving my full consent for the Minor’s participation, I and the Minor do hereby waive, release, discharge and agree not to sue The Tribune-Democrat and CNHI, LLC, any and all of their direct and indirect parent companies, and its and their affiliates and subsidiaries, and any and all of their respective shareholders, directors, officers, employees, agents, and insurers and their predecessors, successors, and assigns for any claim, damages, costs or cause of action which I or the Minor have or may have in the future have as a result of bodily injury or personal injury (including death), or loss or damage to tangible or intangible property, sustained or incurred by the Minor or myself from whatever cause arising out of the Youth Clinic – 75th Anniversary including, but not limited to, the negligence, breach of contract or wrongful conduct of the parties hereby released.
3. I agree and acknowledge that CNHI, LLC shall be the owner of all copy and photos printed in any of its publications, including but not limited to any diaries, statements, or comments made or written by the Minor (collectively “Editorial Copy”), and deemed the author of such with full right to apply for a copyright in same in the United States. I also agree and acknowledge that CNHI, LLC shall retain the right to distribute the Editorial Copy including the right to syndicate the Editorial Copy, or distribute it via electronic, optical or other databases, known or unknown, including World Wide Web or Internet sites, now and in the future, or furnish the copy to the Associated Press or any other web or press service without payment to me or the Minor.
4. I hereby certify that the Minor is fully capable of participating in the designated events and that the Minor is healthy and has no physical or mental disabilities or infirmities that would restrict full participation in these activities, except as made known in writing to Publisher of The Tribune-Democrat.
5. I further agree to indemnify fully and hold harmless CNHI, LLC, and any and all of their direct and indirect parent companies, and its and their affiliates and subsidiaries, and any and all of their respective shareholders, directors, officers, employees, agents, and insurers and their predecessors, successors, and assigns from and against any and all claims and expense, including without limitation reasonable attorneys’ fees and costs, for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Minor or myself or anyone acting on my behalf or the Minor’s behalf.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE PROVISIONS IN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND AGREE TO ABIDE BY THEM.

NAME OF MINOR (Print) _____

NAME OF MINOR’S PARENT OR GUARDIAN _____

SIGNATURE OF MINOR’S PARENT OR GUARDIAN _____

DATE _____