

Assumption of Risk – Participant Waiver of Liability – Indemnification Agreement (READ BEFORE SIGNING)

The Meijer State Games of Michigan & National Congress of State Games (hereafter referred to as MSGM & NCSG) is a multisport, Olympic-style event that welcomes athletes regardless of age or ability. The Games embody the values of participation, sportsmanship, & healthy living among residents of the state of Michigan. MSGM & NCSG makes available more than 30 games & activities that may be loosely categorized as 1- Team Sports (such as basketball, lacrosse, rugby, volleyball), 2- Individual Sports (such as archery, disc golf, shooting, track & field), 3- Combative Activities (such as boxing, fencing, Tae kwon do), 4- Water-related Sports (such as diving, wakeboarding, rowing), and 5- Racing Activities (such as 5k, BMX, mountain biking). Some of the many benefits the participant gains from competing in his or her chosen activity include physical fitness, fun & enjoyment, teamwork, opportunity to compete, better health, weight maintenance, social interaction, building friendships, & involvement in wholesome recreation. The required skill level ranges from moderate to highly skilled, depending upon the activity; & the competitiveness of the activity ranges from moderate to highly skilled, depending upon the activity; & the competitiveness of the activity ranges from moderate to highly competitive. Most fitness, skill, & competition levels can be accommodated.

While the many benefits of these activities are apparent, *MSGM & NCSG & its staff regard participant safety as a top priority &* feel it is important that the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN understand that there are risks inherent in all physical activity. MSGM & NCSG takes great care to reduce the risks associated with the many physical activities offered at the facility.

Nevertheless, regardless of the care taken to provide safe activities & avoid injuries, some risks are inherent in the activity & cannot be totally eliminated without changing the nature of the activity. These risks are usually called **inherent risks**. It is impossible to list all the inherent risks of a single sport, let alone all the risks in more than 30 sports. All the same, a number of common inherent risks (but by no means, all) that might be present in one or more of the sports offered will be listed here. Some of these include: <u>heat-related illnesses</u> (e.g., heat stroke, heat exhaustion, heat cramps); <u>over-exertion</u>, (e.g., long runs, all-out effort, continuing after severe fatigue) <u>slips/falls due to imperfect playing surfaces</u> (e.g., wet spot on basketball court, wet fields or track from rain, uneven mountain bike path); <u>being struck by an object</u> (e.g., ball, puck, bat, hockey stick, lacrosse stick, arrow, bullet, oar, skateboard, ski, bike, boxing glove, epee); <u>collisions</u> (e.g., with walls, tables, participants, spectators, officials, bikes, diving boards, trees); <u>contact with co-participants or competitors</u> (e.g., scrums, blocking, tackling, rebounding, racing, judo throws, wrestling moves); <u>trips or falls</u> (e.g., rebounding, when blocked, diving for a ball, slips on slick playing surfaces, from skateboard or bikes); <u>drowning</u> (e.g., when injured on a dive, boat capsizes, fall from boat); & <u>other inherent risks</u> (e.g., participant-related [participant failure to adhere to posted rules or warnings; careless, erratic, or negligent acts by co-participants]; facility/equipment-related [e.g., unexpected equipment failure; unknown facility hazards or defects]; personnel-related [e.g., errors in judgment by MSGM & NCSG personnel, game officials, or volunteers -- including, but not limited to, misjudging participant abilities or fitness, misjudging weather conditions, failure to give adequate warnings or instructions, concentration lapses while supervising]; & opening ceremony activities [e.g., f

MSGM & NCSG feel that it is important that the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN understand that three types of injuries can occur. *Minor injuries* are the most common & include, but are not limited to, muscle soreness, headaches, sprains, abrasions, cuts, black eyes, blisters, & bruises. *Serious injuries* are less common but can occur occasionally. They include but are not limited to, broken bones, concussions, torn ligaments or cartilage, eye injuries, cuts, broken teeth, & internal injuries. *Catastrophic injuries* are very rare, but MSGM & NCSG feel that every ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN should be aware of the slight possibility. These infrequent injuries include permanent disability, brain injury, paralysis, blindness, & even death.

Assumption of Inherent Risks: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN assert that I have previously participated in the sport(s) for which I have registered to participate; I am familiar with the inherent risks associated with the sport(s); & I have been reminded of some of the minor & serious inherent risks by the preceding paragraphs. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, understand that all activities of MSGM & NCSG include inherent risks that cannot be totally eliminated regardless of the care taken by MSGM & NCSG. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, 1) know, 2) understand, 3) and appreciate the types of injuries inherent in MSGM & NCSG activities. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT OR MINOR PARTICIPANT OR MINOR PARTICIPANT WE ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, hereby assert that participation is voluntary & the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN Knowingly assume all inherent risks of the activity.

<u>Waiver of Liability for Ordinary Negligence of MSGM & NCSG</u>: In consideration of permission to participate in MSGM & NCSG activities, today & on all future dates, **I**, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, on behalf of myself, my spouse, heirs, executors, administrators, personal or legal representatives, & assigns (hereafter referred to as the <u>Releasing Parties</u>) do hereby waive, release, covenant not to sue & discharge MSGM & NCSG [including the West Michigan Sports Commission, Kent County, City of Grand Rapids, Meijer State Games of Michigan, corporate partners, directors, board members, officers, employees, volunteers, independent contractors, agents, equipment suppliers, & owners of all venues] (hereafter referred to as the <u>Protected Parties</u>) from liability from any & all claims, demands, & actions of every name & nature including those arising from the ordinary negligence of the *Protected Parties*.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in MSGM & NCSG activities including, but not limited to: the opening ceremony activities; recreational, practice, or competitive activity; events; organized or individual training & conditioning activities; as an observer or spectator; & individual use of all facilities. This applies to all facilities, fields, equipment, & all other venues or premises including the associated sidewalks & parking lots & to 2) any/all claims resulting from the damage to, loss of, or theft of property.

Indemnification: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, also agree to hold harmless, defend, & indemnify MSGM & NCSG (that is, defend & pay any judgment & costs, including investigation costs, attorney's fees, & related expenses) from any & all claims of *Releasing Parties* or others acting on my behalf, arising from participation in MSGM & NCSG Activities, (including those arising from the inherent risks of the activity or the ordinary negligence of *Protected Parties*).

I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, further agree to hold harmless, defend, & indemnify MSGM & NCSG against any & all claims of co-participants, rescuers, & others arising from the conduct of the participant in MSGM & NCSG activities.

Clarifying Clauses: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN confirm that:

1) This agreement **supersedes any & all previous oral or written promises or agreements**. I understand that this is the entire agreement between me & MSGM & NCSG and that it cannot be modified or changed in any way by representations or statements by any agent/employee of MSGM & NCSG.

2) The foregoing Assumption of Risk, Waiver of Liability, Indemnification Agreement, & Covenant Not to Sue is intended to be as broad & inclusive as is permitted by the laws of the State of Michigan & that **if any portion thereof is held invalid**, it is agreed that the balance shall continue in full legal force & effect.

3) If legal action is brought, either the state court for Kent County, Michigan, or the United States District Court for the Western District of Michigan has the **sole & exclusive jurisdiction** & only the substantive laws of the State of Michigan shall apply. Acknowledgments to Promote Participant Safety: These affirmations aid MSGM & NCSG in providing for the health & safety of the participant.

Health Status. The participant affirms that he/she: Possesses no health problems or physical disabilities that would make participation unwise or risk injury; Understands that MSGM & NCSG advises all participants to seek medical clearance prior to participation; Understands that it is his/her duty to inform staff & cease exercise immediately if there is any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation; Acknowledges that he/she is aware of Concussion Awareness Law (Public Act 342 & 343 of 2012) & understands that information is available at www.michigan.gov/mdhhs; Acknowledges that he/she is aware of the Concussion Awareness Law (Public Act 342 & 343 of 2012) by the MSGM & NCSG & was provided sufficient information regarding concussion safety; Possesses sufficient skills, experience in the activity, coordination, & fitness to safely participate.

Medical Care. The participant affirms that he/she: Authorizes the use of first aid by MSGM & NCSG authorities if MSGM & NCSG deem it is needed; Authorizes the use of CPR and/or an AED if MSGM & NCSG authorities deem it is needed; Authorizes MSGM & NCSG to secure emergency medical care & transport if deemed necessary; Agrees to assume all cost of emergency care & transportation.

Rules & Safety. The participant affirms that he/she agrees; To report all injuries (even minor injuries) so that MSGM & NCSG may make a record of the injury; To wear all recommended safety gear during participation; To follow all rules of the activity of MSGM & NCSG; To inform MSGM & NCSG of any conduct or condition that creates a hazard for participants or others – & will immediately discontinue further participation in said activity; That MSGM & NCSG has authority to halt my participation if it endangers the participant or others, including the right to bar any participant if it is reported & confirmed by MSGM & NCSG that the registrant is a registered sex offender.

Photo/Video Release. The participant affirms; That MSGM & NCSG & its related companies, affiliates, agents, representatives, licensees, successors, assigns & anyone acting under its permission has permission to take photos/videos of him/her during the event & may use such for promotion, advertising, & marketing the Meijer State Games of Michigan & West Michigan Sports Commission.

Acknowledgment of Understanding: I, the ADULT PARTICIPANT OR MIOR PARTICIPANT & PARENT/GUARDIAN, have read and understand this Agreement. I understand that I am giving up substantial rights, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury or loss. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, acknowledge that I am voluntarily signing this agreement, & intend my signature to be a complete release of all liability, including that due to inherent risks or the ordinary negligence by the Protected Parties, to the greatest extent allowed by law of the State of Michigan. Further, I, the Parent/Guardian, assert that I have explained the risks of the activity to my minor son/daughter & that he/she understands this Agreement.

		If PARTICIPANT is a minor, please complete the following:		
Name of PARTICIPANT	Date	Parent/Guardian Name	Parent/Guardian Signature	Date
Signature of PARTICIPANT	Date	Parent/Guardian Name	Parent/Guardian Signature	Date