



## **Participation Waiver**

- 1. ACKNOWLEDGE, FULLY UNDERSTAND** that the participant will be engaging in activities that involve risk or serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions, or negligence, but the actions, inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, there may be other risks not known or not reasonably foreseeable at this time.
- 2. ASSUME**, all the foregoing risks, known and unknown, and accept personal responsibility for the damages following such injury, permanent disability or death.
- 3. RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, INDEMNIFY AND COVENANT NOT TO SUE** ASF Foundation, Inc., sponsor of **ALABAMA STATE GAMES**, National Congress of State Games, their affiliated clubs, their promoters, other participants, operators, officials, any persons in a restricted area, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all of which are hereinafter referred to as “releasees”, from any and all liability to each of the undersigned, his or her heirs, executors, administrators, successors, assigns and next of kin for any and all claims, demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.
- 4. AUTHORIZE**, in the event that the participant sustains injury or illness while competing/participating in the **ALABAMA STATE GAMES**, any emergency first aid, medication, medical treatment or surgery deemed necessary by licensed medical personnel, and give permission for attending medical personnel to execute on behalf of the Participant permission forms or other necessary medical documents and to act on his or her behalf if he or she is not immediately available to do so.
- 5. CONSENT**, to allow the Participant’s picture and/or likeness or voice to appear in any official documentary, promotional (including any and all advertisements) television, social media, online marketing, radio or film coverage of the **ALABAMA STATE GAMES** in any manner incidental to his or her participation in the ASF Foundation program, without compensation.
- 6. LODGING & EXPENSES:** The Applicants hereby agree that the Participant is responsible for all housing, transportation, food or other related expenses to the Event. The Applicants acknowledge that the **ALABAMA STATE GAMES** does not provide

chaperones or any supervision for participants related to their travel, lodging or transportation.

**7. Policy Compliance:** The Applicants hereby agree to read and abide by the policies, rules and regulations adopted in connection with the Event and outlined by the ALABAMA STATE GAMES on [alagames.com](http://alagames.com). The Applicants agree that the Participant will refrain from consuming alcoholic beverages or non-prescribed drugs at all ALABAMA STATE GAMES events. The Applicants understand that the Participant's participation in the ALABAMA STATE GAMES is a privilege which can be revoked at any time for inappropriate behavior as determined by the ALABAMA STATE GAMES.

**8. COVID-19** It is my intent as a participant or player competing in ASF Foundation/ALABAMA STATE GAMES sanctioned activities in Birmingham, Gardendale, Hoover, Hueytown, Trussville, Vestavia, Jefferson County, Shelby County, or St. Clair County, AL, that I am agreeable to the following:

I acknowledge that I am aware that there are risks to me of exposure directly or indirectly arising out of, contributed to, by, or resulting from:

An outbreak of any and all communicable disease, including but not limited to, the virus "Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-COV-2)", which is responsible for the Coronavirus disease (COVID-19) and/or any mutation or variation thereof;

In consideration of having the opportunity to participate as either a team member or competitor at location, and in acknowledging that I am aware of and willing to assume the risks associated with this activity, I hereby voluntarily agree to waive, hold harmless and indemnify ASF Foundation/Alabama State Games and its trustees, agents, volunteers and employees from any and all claims, demands, damages, and causes of action of any nature whatsoever arising out of ordinary negligence which I, my heirs, my assignees or successors may have against them for, on account of, or by reason of my participation in the above activities. I indicate my intention to this hold harmless agreement by affixing my signature below.