

### **ADULT WAIVER and RELEASE of LIABILITY**

In consideration of being allowed to participate in any way in the **BIG SKY STATE GAMES** athletic/sports program, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. IF however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representative and next of kin, HEREBY RELEASE AND HOLD HARMLESS NATIONAL CONGRESS OF STATE GAMES, **BIG SKY STATE GAMES**, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, USATF Association & MT USATF Association, and, if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
5. I grant permission to all of the foregoing to use my photographs which I may share online as part of the event, personal data provided during registration and post-event reporting, video or audio recordings, or any other record of this event for any legitimate purpose.
6. I acknowledge that I am aware that there are risks to me of exposure to 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 Coronavirus Disease (COVID-19) and/or any mutation or variation thereof;
7. Organizers reserve the right to bar participation from the event if it is reported to and confirmed that the participant is a registered sex offender.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND AGREE TO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

**I also agree to follow the rules, policies and code of conduct of the Big Sky State Games.**

### **FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

I understand every effort will be made to contact me in the event of an emergency requiring medical attention for my child. However, if I cannot be reached, I authorize the **Big Sky State Games**, their personnel and medical staff, to call an ambulance or transport my child to the nearest medical care facility and secure emergency medical treatment, including hospitalization, injections, anesthesia or surgery.

In the event of an injury, medical costs must be paid by the athlete. Entry **will not** be accepted unless release and waiver are agreed to and consent given.