

# ***Minor Child Release of Liability, Indemnification, Assumption of Risk, Medical and Personal Agreement***

## **READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS For Activities in the United States and International Travel**

### ***1. Liability***

In consideration of being allowed to participate, I am voluntarily participating in one or more of the following: meetings, fundraising activities, training camps, mission projects and recreation/physical activities that include sports, outdoor/indoor adventure activities, walking, travel, coaching or instruction (hereinafter referred to as the "Activity"), I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge International Sports Federation (hereinafter referred to as ISF), located at 4801 Wade Green Road, Acworth, Georgia 30102, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assignees, for any physical or psychological injury, including but not limited to illness, paralysis, dismemberment, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

### ***2. Indemnification***

- A.** I agree to indemnify and hold harmless ISF against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise, brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If ISF incurs any of these types of expenses, I agree to reimburse ISF.
- B.** I acknowledge that ISF may contract the services of other persons or organizations in relation to the Activity and ISF, their directors, officers, volunteers, representatives and agents are not responsible for the warranty, expressed or implied, errors, omissions, acts, or failures to act of any party or entity providing a product, service or conducting a specific event, activity or transportation on behalf of ISF.

### ***3. Risk Assumption***

- A.** I acknowledge that ISF is not responsible for, and makes no guarantees of the participant's safety during the Activity, or during travel to and from said Activity.
- B.** I am aware of the risks associated with traveling to and from, as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disease, disfigurement, temporary or permanent disability (including paralysis), dismemberment, death, economic or emotional loss, criminal and terrorist acts, weather conditions, or inadequate medical services and supplies. There can be added emotional and physical stress due to loneliness, culture shock, long hours, political or civil unrest, and potential animal attacks. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity.
- C.** I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property damage or loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials, event monitors, and/or producers of the Activity or event.

*(continued on reverse side)*

#### ***4. Medical Liability and Responsibility:***

##### **I understand the the following;**

- A. I am responsible for my own health, adequate training and consulting my physician prior to the Activity.
- B. ISF assumes no liability of medical care and has no responsibility regarding medical advice, medications or inoculations that me or my doctor deem necessary for my safe participation.
- C. Treatment of severe medical conditions may be unavailable due to location or conditions deterring the availability of treatment, which may result in temporary or permanent disability (including paralysis), dismemberment or death.
- D. I understand that I am responsible for my own health insurance during travel within the United States.
- E. Included in the cost of the applicable Activity shall be an insurance policy that covers certain types of loss to me the participant (hereafter referred to as the Policy). A written copy of the Policy may be obtained upon request. If additional insurance for life, health or disability or any other sort of insurable loss is desired, I agree to purchase it at my own cost.
- F. I agree to be financially responsible for any costs incurred in the event that I should require medical care, treatment, transport or evacuation per requirements of said Policy or when there is no active Policy. I agree that benefits are limited to said Policy and that ISF is not responsible for further reimbursement.

#### ***Personal Liability and Responsibility:***

- A. I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by ISF, or employees, representatives or agents of ISF.
- B. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.
- C. I am aware that ISF bears no responsibility, including but not limited to, acts of God, violence, terrorism, political and/or civil unrest which results in the change of planned itinerary or emergency evacuation and that I agree to be financially responsible for any costs incurred in such circumstances.
- D. I agree that in the event my behavior, physical or mental health, (as determined by an ISF representative or agent), inhibits, puts an undue risk, or deters from the fulfillment of the purpose of the Activity or other participants safety, an ISF representative or agent may limit or dismiss me from further participation in the Activity without a refund. I agree to be financially responsible for any costs incurred, including but not limited to travel, medical or evacuation, in the event that I am dismissed from the Activity.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, and ISF agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

This Agreement releases ISF from negligence to the fullest extent permitted by law.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, and that I fully understand its content. I am aware that this is a release of liability and a contract, and that I am signing it of my own free will.

**In the event that the participant is under the age of consent (18 years of age), then this release must be signed by parent(s) or guardian(s), as follows:**

(See following page for signing instructions.)

**Name of the Minor Child:** \_\_\_\_\_  
(Please print)

I/We, hereby certify that I/We am/are the parent(s) or guardian(s) of \_\_\_\_\_,  
(Please print)  
named above and that I/We am/are freely signing this agreement. I/We certify that I/We have read the Release of Liability, Indemnification, Assumption of Risk, Medical and Personal Agreement, and that I/We fully understand its content. I/We am/are aware that this is a release of liability and a contract and that I/We am/are signing it of my/our own free will and do hereby give my/our consent without reservation to the foregoing on behalf of this individual.

I/We acknowledge that ISF would not allow a minor participant to take part or travel to and from the Activity without this consent and agreement being acknowledged and signed by the parent(s) or legal guardian(s), and I/We further acknowledge that ISF has reasonable and justifiably relied upon the agreements, statements and representations contained herein.

I/We specifically acknowledge that ISF has advised me/us of the potentially dangerous conditions during the Activity, and also during travel to and from the Activity that the minor participant may encounter. I/We acknowledge and agree that ISF is not responsible for and make no guarantees of the minor participant's safety during the Activity, and also during travel to and from the Activity.

**AGREED AND ACCEPTED BY:**

**Parent(s)/Guardian(s)**

**Name(s):** \_\_\_\_\_  
(Please print)

**Relationship(s) to Minor:** \_\_\_\_\_  
(Please print)

I/we acknowledge that by entering into this consent and agreement I/we are effectively waiving any right the minor participant may have to bring any legal action against ISF for any damage or injury that he/she may suffer during the Activity or travel to and from the Activity, even after the minor participant becomes an adult.

**Signature of Parent(s)/**

**Guardian(s) :** \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Both legal custody parents/legal guardians please sign)*

**Name of Minor:** \_\_\_\_\_  
(Please print)

**\*Signature of Minor:** \_\_\_\_\_

*\*Signature of the minor notes that the minor is capable of understanding the risks involved with the Activity.*