



RELEASE & WAIVER OF ALL CLAIMS



AGREEMENT REGARDING RISK OF INJURY AND RELEASE RELEASE AND WAIVER OF ALL CLAIMS

I hereby apply to participate in the Downtown YMCA 3-on-3 Outdoor Basketball Tournament The Rebich Investments Downtown Showdown ("Tournament") in Erie, PA at the Millcreek Mall on July 29th – 30th, 2017.

I understand that participating in this Tournament will expose me to above normal risks of injury or harm. These risks include uneven or hazardous playing surfaces, physical contact or collisions with other players, spectators or inanimate objects on, around or above the court. I understand that the sport of basketball is in itself hazardous and may result in injury to me or other players.

I represent that I have no health or physical problems that will interfere with my participation in the Tournament.

I agree that I am responsible for my own safety.

I hereby assume all risks associated with my attendance and participation in the Tournament. I understand that I am solely responsible for any injuries which may occur to me as a result of my participation in the Tournament and I specifically waive my right to bring litigation against the YMCA of Greater Erie Association, YMCA of Greater Erie Downtown Branch, the Millcreek Mall, Tournament sponsors, Tournament volunteers and any other participating organization of the Tournament and specifically release any right which I have to assert a negligence claim against the YMCA of Greater Erie Association, YMCA of Greater Erie Downtown Branch, the Millcreek Mall, Tournament sponsors, Tournament volunteers and any other participating organization of the Tournament or their agents and representatives.

I hereby fully and forever release, discharge, and agree not to sue The YMCA of Greater Erie Association, YMCA of Greater Erie Downtown Branch, the Millcreek Mall, and any other affiliated organizations, local business sponsors, site owner(s) and any other sponsors or vendors (hereafter called Tournament sponsors) their officers, directors, agents, employees, representatives, and successors for any and all claims, causes of action or liability for any injury, loss or damage sustained or incurred by me arising out of or in any way associated with my attendance and or participation in the Tournament, including all claims, causes of action or liability arising out of the negligence of Tournament sponsors, their agents or representatives.

I agree to indemnify and hold harmless Tournament host and Tournament sponsors, their agents or representatives from any loss, damage or expense sustained or incurred by them arising from any such claims, cause of action or liability, whether brought to me, anyone acting on my behalf, or by anyone else because of the conduct attributed to me.

I agree that this agreement shall be construed and interpreted according to the law of the Commonwealth of Pennsylvania.

I understand and agree that this Release and Waiver shall be binding upon my heirs, assigns and any personal entity acting upon my behalf, including a parent, guardian or next friend.

Signature also represents a guarantee that the participant will abide by all the rules set forth for this event and will display proper sportsmanship and respect to all people/organizations associated with this event. I/parent or legal guardian also give my consent that any photographs, videos, etc. of myself, my team or my family may be used in promotional materials such as but not limited to brochures, newspaper releases and social media. I understand that I will not be given notice or reimbursed for such photographs.

I have read the above items of the Release and Waiver, understand them, agree to abide by them, and hereby acknowledge that I have read and understand this Release and Waiver.

Date: _____, 2017 Division: _____

I am at least 18 years old. _____
(Signature)

Participant _____ is less than 18 years old.

I sign this release on his/her behalf, and hereby agree to indemnify and hold harmless tournament host and sponsors, their agents and representatives, from any loss, damage or expense sustained or incurred by them arising from any claim, cause of action or liability which may be brought by my minor child.

I sign this release on his/her behalf: _____