



**RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

In consideration of my participation (or the participation of the minor identified herein) in the Meijer State Games of Michigan (the "Event"), I agree to the following Release of Liability and Covenant Not to Sue (the "Release"):

**1. Acknowledgment and Assumption of Risks.** I understand that participating in the Event is potentially dangerous and it involves significant risks of personal injury, death, and property damage. I understand that some risks are foreseeable, including but not limited to risks associated with the following, and other risks are unforeseeable: (i) strenuous physical activity; (ii) the weather, including snow, ice, rain, wet, icy and/or muddy conditions, and heat and/or humidity; (iii) the design, construction, maintenance, or condition of the premises used for the Event ("Venue"); and (iv) the negligent or wanton acts of West Michigan Sports Commission (the "Organizer") or any Event sponsors, volunteers, officials, referees or participants. I hereby assume and accept responsibility for all risks of personal injury, death, and property damage which might be associated with my participation in the Event whether known or unknown and whether attributable to my actions or inactions or the actions or inactions (including negligence) of anyone else.

**2. Release of Liability and Covenant not to Sue.** I hereby release and discharge the Organizer, Event sponsors, owners and lessees of any Venue that is part of the Event, and all of their respective directors, officers, shareholders, members, volunteers, employees, and agents (collectively, the "Released Parties") from any responsibility, liability, claims, damages, costs and expenses (including attorneys' fees), and from any causes of action either known or unknown, relating to or arising out of my participation in the Event (collectively, "Liabilities and Claims"). Further, I hereby covenant not to sue or assert any claim against the Released Parties relating to or arising out of my participation in the Event.

**3. Indemnity.** I agree to indemnify and hold harmless the Released Parties from and against any Liability and Claims attributable to personal injury or death, or to damage or destruction of property relating to or arising out of my participation in the Event. If I am signing this Release on behalf of a minor, I agree to indemnify and hold harmless the Released Parties from and against any Liabilities and Claims attributable to personal injury or death, or to damage or destruction of property relating to or arising out of the participation in the Event by such minor, including any claims made by or on behalf of such minor.

**4. Representations.** I represent that: (i) I am 18 years old or older; (ii) I know of no reason, medical or otherwise, which would prevent me from participating in the Event; and (iii) I understand and agree that this Release is binding upon me, and my heirs and assigns; and (iv) if I am signing this Release on behalf of a minor, I represent that I have full legal authority to do so and realize the binding effect of this Release on them, as well as on myself.

**5. Consent to Medical Treatment.** If I, or the minor on whose behalf I am signing this Release, is injured or becomes ill, I consent to and authorize the provision of emergency first aid or medical treatment.

**6. Photo/Video Release.** I grant permission to the Organizer to take (or cause others to take) photographs and videos of me during the Event, and to use the same for any purpose including but not limited to promoting, advertising and marketing. I acknowledge and agree that any such photographs and videos shall be the sole property of the Organizer and its assigns.

**7. Execution by Parent/Guardian.** If I am signing this Release on behalf of a minor, the pronouns "me" and "my" when used in reference to participation in the Event shall refer to the minor (e.g., my participation shall mean the minor's participation).

**8. Governing Law.** This Release shall be construed according to the laws of the State of Michigan. Any action arising out of the Event or this Release shall be litigated in either a state court located in Kent County, Michigan or the United States District Court for the Western District of Michigan.

**I, THE UNDERSIGNED, HAVE CAREFULLY READ THIS RELEASE, I FULLY UNDERSTAND ITS TERMS AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED BY LAW.**

Print Name of Participant \_\_\_\_\_ Age of Participant \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

*If Participant Is Under 18 Years Old:*

Print Name of Parent or Guardian \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_ Date: \_\_\_\_\_