

Colin J Moore

Mayor

Peggy Bing-O'Banner

Mayor Pro Tempore

Matthew Garnes

Town Clerk



Council Members

Alfred Washington

Stacy Pinckney

David Paul Murray

PARTICIPATION DISCLAIMER

I, the undersigned, enter into this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement") for the benefit of Town of Yemassee and Released Parties, myself, my personal representatives, next of kin, heirs, successors, and assigns.

- I make this Agreement in consideration of the Released Parties providing me with the opportunity to participate as a volunteer in/at Town of Yemassee Parks and Recreation.
- I understand that the sport may take place on a location or under conditions that may be dangerous and/or dangerous to me. I understand that I may be exposed to hazards which are inherent in sports related events including but not limited to: exposures to weather, over-thrown baseballs, soccer balls, footballs, baseball bats, etc.
- I KNOWINGLY AND FREELY ASSUME ALL RISKS, KNOWN AND UNKNOWN, EVEN IF THOSE RISKS ARISE FROM THE NEGLIGENCE OF THOSE PARTIES (SPECIFICALLY TOWN OF YEMASSEE) WHO ARE RELEASED BELOW AND I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.

- My participation or child's participation in this sport is completely voluntary and I have neither received nor expect to receive any compensation for my participation in it.
- I agree to read, listen to and follow all safety instructions and procedures presented in conjunction and to use my best independent judgment based upon my physical and mental abilities at all times, and to immediately terminate participation in this Project immediately if I believe the activities become too strenuous, difficult or hazardous for me.
- I agree that the activities necessary to complete the sport have been fully and adequately explained to me and that I am physically and mentally capable of participating in the sport without injuring myself in any manner.
- FOR MYSELF, AND ON BEHALF OF MY HEIRS, I HEREBY RELEASE AND HOLD HARMLESS TOWN OF YEMASSEE, OTHER INDIVIDUAL VOLUNTEERS, PROJECT COORDINATORS, SPONSORS, SUPPLIERS, SUPPORTERS AND ALL PRIVATE AND PUBLIC LAND OWNERS ON WHOSE PROPERTY THE SPORT MAY BE LOCATED (collectively "Released Parties"), including without limitation, the Released Parties' employees, agents, personal representatives, heirs, successors and assigns FOR ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO MYSELF OR MY PROPERTY WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE AND/OR WANTON MISCONDUCT.
- I agree to hold the Released Parties harmless, indemnify them, discharge them, covenant not to sue them, and reimburse them, for any liability, claims, sums, costs, or other expenses on my account that may be caused in whole or in part by my participation in the sport.
- I further agree that despite this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, if I, or anyone on my

- behalf, makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from any litigation expenses, attorneys' fees, loss, liability, damage, or costs that any Released Party incurs as a result of such action.
- I intend this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law, and I further agree that if any portion of this Agreement is held invalid, then the balance of the Agreement shall continue in full force and effect.
 - I understand that a photographer may be present to photograph the activities at the sport and that I may be photographed while participating in the sport. I agree that I will contact the photographer if I do not wish to be photographed.
 - I hereby grant Town of Yemassee the irrevocable and unrestricted right to use and publish photographs of me, or in which I may be included. I hereby release Photographer and his/her legal representatives and assigns and Town of Yemassee from all claims and liability relating to any such photographs.
 - I also give the instructor, coach, staff of Town of Yemassee, volunteers and persons acting on behalf Town of Yemassee permission to seek medical attention for my child.
 - I will adhere to the Code of Conduct outlined by Parks & Recreation and will also make sure all family and friends that attend events are aware of this as well. I will follow all rules and policies or understand I may be removed from a Town recreation facility and may not be able to return.
 - I further certify that all information provided is true and accurate to the best of my knowledge. Any false information may cause my child to be removed from current or future participation in Parks & Recreation.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. NOTE: THIS RELEASE & WAIVER DOES NOT ALTER OR AFFECT ANY PROTECTIONS AFFORDED VOLUNTEERS BY ANY STATE OR FEDERAL LAWS.

Youth Registrant: _____

Age: _____

Address: _____

Parent/Guardian Name: _____

Parent/Guardian Phone: _____

Parent/Guardian Signature: _____

Date: _____