

## Release, Indemnification, and Hold Harmless Agreement

In consideration of participating in Illinois Senior Olympics' activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence the Illinois Senior Olympics and its owners, directors, officers, employees, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that participating in Illinois Senior Olympics' activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or mental conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from Releasees' or my own negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. I also attest and verify that I am physically fit and have trained sufficiently for the events I have chosen to enter in the 2018 Illinois Senior Olympics. The Illinois Senior Olympic Advisory Board has my permission to have a physician attend me if deemed necessary during my participation in the Illinois Senior Olympics.
8. I hereby give the Illinois Senior Olympic Advisory Board the absolute right and permission to copyright and/or publish or use photographic portraits of me, in full or in part, or composite or distorted in character or form in conjunction with my own or fictitious name, or reproductions thereof in color or otherwise made through media or advertising trade, or any lawful purpose whatsoever.
9. I agree to abide by a zero tolerance athlete code of conduct.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me if I were to choose not to sign this release. I have read and understood this document and agree to be bound by its terms.

Signature: \_\_\_\_\_ Print Name \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_