Grafton Middle School PTSA Clipper Crazie Dodge Ball Tournament
April 13, 2018

Assumption of Risk, Waiver, and Release from Liability

Name of Team: _____

EACH TEAM MEMBER (AND PARENT, IF PLAYER IS UNDER 18) MUST READ AND SIGN BELOW AS AN ACKNOWLEGEMENT OF UNDERSTANDING:

I desire to participate in the Grafton Middle School Parent Teacher Student Association (GMS PTSA) Clipper Crazie Dodgeball Tournament (Dodge Ball Tournament). This Assumption of Risk, Waiver, and Release from Liability covers the entirety of my participation in the Dodge Ball Tournament.

1. **Risk Factors**- I understand and acknowledge that the use of equipment and facilities provided by GMS PTSA and participation in the Dodge Ball Tournament involves risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to permanent disability, paralysis, and possibly death. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the activity itself, from the acts of myself or others, including **any officials, officers, employees, agents, or volunteers of Grafton Middle School and the PTSA,** or from the unavailability of emergency medical care.
2. **Assumption of Risk-** I am participating in the Dodge Ball Tournament at my own free will. I assume full responsibility for all risks that may arise out of or result from my participation in the Dodge Ball Tournament, including by not limited to those risks described in Section 1, above.
3. **Acknowledgement of Policies and Procedures**- I acknowledge that I have read, know, and agree to all of the policies and procedures relating to my participation in the Dodge Ball Tournament. I understand that the safe and proper use of all facilities, equipment or participation in the activity is dependent upon carefully following these policies and procedures. I agree to comply with and abide by all rules, regulations and policies of the York County School Division (YCSD), Grafton Middle School, and the Clipper Crazie Dodge Ball Tournament. I understand that GMS PTSA reserves the right to revoke or terminate my participation in the Dodge Ball Tournament for any violations of these rules, regulations, or policies.
4. **Release, Indemnify, and Defend -** I hereby release, waive, discharge, and hold harmless The County School Board of York County, Virginia, Grafton Middle School, Grafton Middle School PTSA, and all of these entities' affiliates, predecessors, successors, trustees, officers, directors, faculty, employees, agents and representatives, past or present (hereinafter jointly referred to as "the Released Parties") from any and all claims, suits, liabilities, judgments, costs and expenses ("Claims") for any property damage, property loss or theft, personal injury or illness, death or other loss arising from or relating to my participation in the Dodge Ball Tournament. I also agree to defend, indemnify and hold harmless the Released Parties from and against any Claims arising from or related to my own acts or omissions in connection with my participation in the Dodge Ball Tournament.
5. **Prerequisite Skills -** I acknowledge that I have the requisite skills, qualifications, physical ability and training necessary to properly and safely participate in the Clipper Crazie Dodge Ball Tournament. I agree that if I have any questions as to what skills, qualifications, or training is necessary to properly participate in the Dodge Ball Tournament, then I shall direct such questions to the appropriate individuals.
6. **Waiver-** I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am releasing unknown future claims.
7. **Payment for Damages -** I agree to pay for any and all damages to any person or property or to the person or property of the Released Parties caused by me negligently, willfully or otherwise**.**
8. **Representatives -** I enter into this agreement for myself, as well as for my heirs, assigns and legal representatives.
9. **Consent for Emergency Treatment** - I consent to medical treatment for emergencies that occur during or are related to my participation in the Dodge Ball Tournament where I am unable to consent to such treatment. I understand the provisions of this Assumption of Risk, Waiver, and Release from Liability apply to any treatment that might be provided to me under this Section, including but not limited to Section 1, Section 2, Section 3 and Section 4.
10. **Insurance** - I understand that I am solely responsible for any medical, health or personal injury costs relating to my participation in the Dodge Ball Tournament. I understand that I am strongly encouraged to have a medical physical examination and purchase health insurance prior to any and all participation in the Dodge Ball Tournament.
11. **Severability -** If any term or provision of this Assumption of Risk, Waiver, and Release from Liability is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Assumption of Risk, Waiver, and Release from Liability, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

I have read and fully understand this Assumption of Risk, Waiver, and Release from Liability and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily. For players under 18 years of age, parent/guardian must sign in their place to give consent to participate. Parent/Guardian is bound by all terms of the above waiver.

PLAYER **PARENT SIGNATURE IF UNDER 18**

PLAYER NAME: _____ SIGNATURE: _____ Date: _____

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PLAYER NAME: _____ SIGNATURE: _____ Date: _____

PLAYER NAME: _____ SIGNATURE: _____ Date: _____

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