Event: SARSEF Racing the Sun 2019-2020

Date: September – May, 2019-2020

RELEASE OF LIABILITY

WAIVER OF CLAIMS

(collectively “Release and Waiver”)

For good and sufficient consideration, the adequacy of which is acknowledged, I knowingly, intentionally and voluntarily agree to the following terms and conditions of SARSEF permitting me (the "Participant") to participate in the SARSEF Racing in the Sun ("the Event"):  

1. **Assumption of Risk.** I HEREBY ASSUME ALL RISKS OF PARTICIPATING IN THIS EVENT, including without limitation any risks that may arise from negligence, carelessness or strict liability on the part of or attributed to SARSEF and its respective agents, employees, officers, directors, representatives, successors and assigns, and from any dangerous or defective equipment or property owned, maintained, purchased, distributed or controlled by, SARSEF.

2. **Release from Liability.** I WAIVE, RELEASE, AND DISCHARGE, AND AGREE NOT TO SUE, SARSEF from all liabilities, claims, demands, rights, obligations, suits and causes of actions, including without limitation those for my death, disability, personal injury, property damage, or property theft, arising from or associated with this event, including without limitation liability arising from their negligence or fault.

3. **Indemnity and Hold Harmless.** I INDEMNIFY AND HOLD HARMLESS SARSEF from any and all claims, demands, rights, obligations, suits and causes of actions arising from or made as a result of my participation in this event.

4. **No Responsibility or Liability for Other’s Acts.** I acknowledge that the SARSEF is NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of SARSEF.

5. **Supervision.** I acknowledge and agree that at all times while attending and participating in the Event, I am under the supervision of the faculty, staff, employees or agents of ____________________________(name of school or district), the school/school district that sponsored my participation in the Event (the "Sponsoring School").

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6. **Compliance with Event Rules.** I understand that participation in the Event is entirely voluntary and requires participants to abide by applicable rules and standards of conduct. I agree to abide by all rules established for the Event and by SARSEF.

7. **Acknowledgment of Risks; Certification of Physical Fitness.**
   1. 7.1. I acknowledge that this activity or event may involve physical activity, may involve a test of my physical and mental limits, and may carry with it the potential for death, serious injury, and property loss. The risks may include, without limitation, those caused by terrain, facilities, temperature, weather, heat, lack of hydration, equipment, vehicular traffic, condition of participants, and actions of other people, including, without limitation, participants, volunteers, spectators, coaches, event officials, event monitors, or event producers.
   2. 7.2. I certify that I am physically fit, have sufficiently prepared or trained for participation in this event, and have not been advised by a qualified medical professional not to participate. I certify that there are no health-related reasons or problems that preclude my participation in this event.

8. **Consent to Medical Treatment.** I consent to receive medical treatment that SARSEF, or the Sponsoring School's, discretion may be deemed advisable in the event of injury, accident, or illness during this event, including hospitalization, anesthesia, surgery, or injections of medication. Medical providers are authorized to disclose to the representative of SARSEF or the Sponsoring School examination findings, test results and treatment provided for purposes of medical evaluation of the participant, follow-up and communication with the participant or the participant’s parents or guardian, or determination of the participant’s ability to continue in the Event activities. I assume the responsibility of all medical bills, if any.

9. **Interpretation.** This Release and Waiver will be construed broadly to provide a release and waiver to the maximum extent permitted under applicable law.

10. **Binding Effect.** I acknowledge that this Release and Waiver governs my actions and responsibilities at this event. I acknowledge that this Release and Waiver will be used by SARSEF or the event holders, sponsors, or organizers for their benefit to the maximum extent permitted by law. I acknowledge, intend and agree that this Release and Waiver binds and inures to the benefit of me, my executors, administrators, heirs, next of kin, successors, and assigns.
I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT. I CERTIFY THAT I HAVE READ THIS DOCUMENT, THAT I FULLY UNDERSTAND ITS CONTENTS, AND THAT I SIGN IT OF MY OWN FREE WILL.

Date: ______________

Participant’s Full Name: __________________________ (Print Name)

School: __________________________________________

Participant's Signature: ______________________________________ (Signature)

Is Participant 18 years old or older? YES / NO (circle one)

Birthdate: Month_____ Day_______ Year_______ Participant’s age if under 18 years old: _________

If Participant is under 18 years old, parent or guardian must also sign:

PARENT / GUARDIAN WAIVER FOR MINORS (persons under 18 years old):

The undersigned parent or guardian represents that he/she is, in fact, acting in that capacity; that he/she consents to his/her child or ward’s participation in this event; and that he/she agrees to be bound, individually and on behalf of the child or ward, to the terms of this Release and Waiver as stated above.

The undersigned parent or guardian further agrees to hold harmless and indemnify all parties referenced above from all liability, loss, cost, claim, or damage whatsoever that may arise from or be associated with her or his, or her/his child or ward’s, participation in this event.

Parent or Guardian’s Name:

_______________________________ (Print Name)       Date: ______________

_______________________________ (Signature)

Emergency Phone No._________________

Medical Treatment Information for Participant:

Insurance Carrier: __________________________ Group #: __________________________

________________________ _______ Individual #: __________________________

If in an emergency there is a choice of medical providers, I prefer that my child be treated at the following hospitals:

________________________________________________________________

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