**Waiver of Liability, Release, Assumption of Risk, and Indemnity Agreement**

READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH

\_\_\_\_\_\_\_ INITIALS For and in consideration of my registration with the Palatine Jaycees (collectively, the “**Jaycees**”) and being allowed to participate in Jaycees kickball events and associated activities (“**Kickball**”), I hereby forever waive, release, discharge, hold harmless, and relinquish for myself, and my heirs, administrators, successors and assigns, any and all claims, rights, actions, suits or causes of action against the Jaycees, the Jaycees’ sponsors, other Kickball participants, coaches, officials and owners of the various sites of Programs (hereinafter collectively referred to as “**Releasees**”) for personal injury, property damage, wrongful death or any other type of injury or damages arising out of my participation in Kickball, and/or any activities incidental thereto, including transportation to and from Kickball, whenever or however they may occur or arise.

\_\_\_\_\_\_\_ INITIALS I agree that if, despite this release and waiver of liability, release, assumption of risk and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liabilities, damage, or cost which may incur as a result of such claim.

\_\_\_\_\_\_\_INITIALS I fully understand and acknowledge that Kickball may involve risks and dangers to my person including bodily injury, partial or total disability, paralysis, and death, and damages which may arise therefrom, and I acknowledge and voluntarily assume all such risks and dangers in connection with my participation therein. I further understand and acknowledge that these risks and dangers may be caused by my own negligence, or the negligence of others and I knowingly and voluntarily assume all such risks and dangers whether caused by my own negligence or the negligence of others. I further acknowledge that there may be risks and dangers that are not known to Jaycees, Releasees or myself or are not reasonably foreseeable at this time and I voluntarily assume all such risks.

\_\_\_\_\_\_\_ INITIALS I acknowledge, agree, and represent that I understand the nature of Kickball and that I am qualified, in good health, and in proper physical condition and do not suffer from any medical conditions or diseases that might in any way hinder or prevent me from fully participating in Kickball, or make me more susceptible to injury or harm while participating. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participating in Kickball. I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself.

\_\_\_\_\_\_\_ INITIALS By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Kickball events may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Releasees’ volunteers, agents, representatives, and program participants and their families. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Releasees’ volunteers, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at Kickball.

\_\_\_\_\_\_\_ INITIALS I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation with Kickball.

\_\_\_\_\_\_\_ INITIALS In the event that I, despite this Waiver of Liability, Release, Assumption of Risk, and Indemnity Agreement,

 file a lawsuit, I agree to do so in Illinois, and I further agree that the substantive law of that state shall apply. 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.

\_\_\_\_\_\_\_INITIALS 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 or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release and agree that the opportunity to participate in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

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Signature of Participant Date

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Print Name of Participant Name of Kickball Participant(s)