



Together Opelika Game On Flag Football 2021 Event

Event Date: June 19, 2021

Location: Opelika High School

RELEASE AND WAIVER OF LIABILITY

This Release is by the party signing below (herein referred to as "Releasor"), on his/her own behalf and on behalf of his/her child or ward, and is given to, the City of Opelika, Opelika City Schools, Opelika Police Department (entities and employees of), Lee County EMA, Opelika Fire Department, and their subsidiaries, affiliates, divisions, officers, elected officials, directors, agents, board members, employees, staff, sponsors, agents, legal representatives, administrators, assigns, heirs, executors, those for whom the City of Opelika is acting and those acting with the City of Opelika authority and permission (collectively as "Releasees").

THE TERMS OF THIS RELEASE ARE CONTRACTUAL AND NOT A MERE RECITAL. Releasor, being of lawful age (or, in the case of a minor, through his/her parent or guardian), in consideration of being permitted to participate in the City of Opelika/Opelika Police Department Game On event ("Event"), hereby releases and discharges Releasees from all present and future liabilities, debts, obligations, costs, expenses, damages, losses, charges, judgments, executions, liens, claims, demands, actions or causes of action of whatever nature or description, in equity or at law, which the Releasor or his/ her child or ward, family, estate, heirs, representatives, executors, administrators, successors or assigns (collectively, "Related Parties") may have, whether known or unknown, suspected or unsuspected, asserted or not asserted, arising out of participation by the Releasor or his/her child or ward in the Event.

The Releasor understands, acknowledges and accepts that this Release and Waiver is intended to be binding on the Releasor and the Releasor's Related Parties. The Releasor further understands, acknowledges and accepts that participation in the Event involves certain inherent risks, including, but not limited to, property damage and serious bodily injury (including death), and agrees that the Releasor or his/her child or ward is voluntarily participating in the Event with full knowledge of the risks involved and accepts all risks of participation. The Releasor declares that the Participant is physically fit and has the requisite skill level to participate in the Event. The Releasor authorizes the City of Opelika/Opelika Police Department and/or a party designated by the City of Opelika to provide medical treatment to the Releasor or his/her child or ward, at the Releasor's cost, should the need arise. The Releasor understands, acknowledges and accepts that he or she must provide his/her own medical insurance for the participant.

The Releasor understands and acknowledges that participation in the Event includes possible exposure to illness from infectious diseases including, but not limited to COVID-19. The Releasor hereby knowingly and freely assumes such risks related to illness and infectious disease, even if arising from the negligence or fault of the Releasees. With full knowledge of the potential risks for injury, illness or diseases, I hereby give my consent to participate and/or give my minor child or ward permission to participate in the Event.

The Releasor further grants the Releasees the right, but does not otherwise impose the obligation, to photograph, videotape and/or otherwise use the Releasor's/participant's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials, free of charge without reservation or limitation.

The Releasor understands, acknowledges and accepts that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the state in which the Event is taking place and agrees that if any portion of this Release and Waiver of Liability is invalid, the remainder will continue in full legal force and effect.

The Releasor hereby agrees to INDEMNIFY, HOLD HARMLESS AND PROMISES NOT TO SUE the Releasees and their officers, elected officials, directors, agents and employees from all liabilities or claims made as a result of participation in the Event, whether caused by negligence or otherwise.

Parent Signature: _____ **Date:** _____

(Releasor-signature acknowledges receipt of document)

Parent Name (*please print*):

Address:

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Email:** _____

Participant Name (*please print*): _____ **Participant Age:** _____

EMERGENCY CONTACTS

Primary Contact Name: _____

Phone: _____

Secondary Contact Name: _____

Phone: _____