

# TRAVERSE CITY ULTIMATE WAIVER AND RELEASE OF LIABILITY



Waiver may not be modified.

In consideration of being allowed to participate in any way in the Traverse City Ultimate programs, related events and activities, the undersigned acknowledges, appreciates and willingly agrees that:

1. I will comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
2. I acknowledge and fully understand that each participant will be engaging in activities that involve risk or serious injury, including permanent disability and death, and severe social and economic losses which may result not only from their own actions, inactions or negligence but the action, inaction or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, I accept personal responsibility for the damages following such injury, permanent disability or death.
3. I hereby authorize and give my full consent to Traverse City Ultimate to copyright and/or publish any and all photographs, videotapes and/or film in which I appear while attending any TCU event. I further agree that the TCU may transfer, use or cause to be used, these photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, and television programs without limitations or reservations.
4. I knowingly and freely assume all such risk, both known and unknown, even those arising from the negligent acts or omissions of others, and assume full responsibility for my participation.
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, and agree to hold harmless Traverse City Ultimate, its officers, officials, affiliated clubs, their respective administrators, directors, agents, coaches, and other employees of the organization, other participants, sponsoring agencies, advertisers, and, if applicable owners and lessors of premises used to conduct the event, all of which are hereinafter referred to as "releasees", with respect to all and any injury, disability, death or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law. I will indemnify, save and hold harmless above named releasees of, from and against any loss, cost, expense, damage or liability that such releasees may incur as a result of, arising from or in connection with such claim, including without limitation any attorney's fees, or other costs or expenses or litigation.

I have read this release of liability and assumption of risk agreement, fully understand its terms, and understand that I have given up substantial rights by signing it and sign it freely and voluntarily without any inducement.

Participant is:  Under 18 Yrs.  18 or Older

\_\_\_\_\_  
*Printed Name of Participant*

\_\_\_\_\_  
*Participant's Signature (including minors)*

\_\_\_\_\_  
*Date*

This is to certify that I, as parents/guardian with legal responsibility for this participant, do consent and agree to indemnify and hold harmless the releasees from any and all liabilities incident to my minor child's involvement or participation in these programs above, even if arising from their negligence, to the fullest extent permitted by law.

\_\_\_\_\_  
*Parent/Guardian Signature (required if participant is under 18)*

\_\_\_\_\_  
*Date*

Signed waivers are required to participate in any TCU event. Please complete this waiver and return to the TCU representative. Thank you for your support of Traverse City Ultimate!

[www.traversecityultimate.org](http://www.traversecityultimate.org)

Dated: 6/29/08