

Waiver and Release of Liability

In consideration of the risk of injury while participating in the BERNE SWISS DAYS CORN-HOLE TOURNAMENT, (hereinafter "Activity"), and for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter "I"), knowingly and voluntarily release, waive, and discharge, through this Waiver and Release of Liability, any and all rights, claims, or causes of action, of any kind whatsoever arising out of my participation in the Activity, including, but not limited to physical or psychological injury, personal injury, illness, paralysis, death, damages, economical or emotional loss, any and all real or personal property damage to my vehicle or other personal property associated with participation in the Activity.

I do hereby release and forever discharge any individual, group of individuals, or entity involved in the Activity, including, but not limited to the BERNE CHAMBER OF COMMERCE, BERNE SWISS DAYS COMMITTEE, SPONSORS, INCLUDING BUT NOT LIMITED TO SPRUNGER & SPRUNGER, and THE CITY OF BERNE, and entities' affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns of any said entity or individual (hereinafter "Service Providers").

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in the Activity, which may include, but are not limited to, damage to my real or personal property, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss and death. I understand that these injuries or outcomes may arise from my own or other's Negligence, conditions related to travel, or the condition of the Activity locations. Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.

I agree to indemnify and hold harmless Service Providers against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or anyone else acting on my behalf. If Service Providers incur any of these or other types of expenses, I agree to reimburse any such costs.

I acknowledge that Service Providers are not responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Service Providers.

I acknowledge that the Activity may involve a test of a person's physical and mental limits and may carry with it potential for death, serious injury and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event. I acknowledge that I have read the previous paragraphs and know, understand, and appreciate these and other risks that are inherent in the participation of the Activity. I hereby assert that any participation in said Activity is voluntary and knowingly and assume all such risks.

I acknowledge that I have carefully read this "Waiver and Release" and fully understand that it is a release of liability. I expressly agree to release and discharge the Service Providers from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Service Providers for any type of damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Service Providers.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arms-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, undersigned below, and Service Providers agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of the agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited. This Release of Liability shall be governed for all purposes by Indiana law, without regard to such law on choice of law.

In the event of emergency, please contact the following person(s) in the order presented:

IN WITNESS THEREOF, this Waiver and Release of Liability has been signed and dated as set forth below:

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement and fully understand its terms, and **understand that it is giving up substantial rights, including any right to sue.** I further acknowledge that I am freely and voluntarily signing this agreement of my own free will, and **intend this signature to be a complete and unconditional release of all liability.** I fully understand its content and that this release cannot be modified orally.

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____

Parent / Guardian Waiver for Minors

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____

PREPARED BY:



**& SPRUNGER
& SPRUNGER**
ATTORNEYS AT LAW

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