



\_\_\_\_\_  
(Description of Activity) Participant Name \_\_\_\_\_  
First Middle Last

### **RELEASE AND WAIVER OF LIABILITY AGREEMENT**

Your undersigned hereby acknowledges that I am voluntarily participating in the Sisters on the fly™ (SOTF) Activity indicated above in exchange:

I HEREBY FREELY AND WILLINGLY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY, including but not limited to, any risks that may arise from negligence or carelessness on the part of SOTF or because of their possible liability without fault, or from dangerous or defective equipment or property owned, maintained, or controlled by them, or caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, and Activity officials, as well as exposure to an illness from infectious diseases including but not limited to bacteria such as MRSA or viruses such as influenza and SARS and acknowledge that although adherence to particular guidance, rules and personal discipline by myself and SOTF may reduce such risk, serious illness and death may nevertheless result.

I CERTIFY THAT: I am physically fit, have sufficiently prepared or trained for participation in the Activity and have not been advised to not participate by a qualified medical professional. I am not currently experiencing any health-related reasons or problems that would preclude my participation in this Activity. I acknowledge that my safety and the safety of those around me is primarily my responsibility and attest that I shall:

- 1) participate in a safe manner in accordance with all applicable rules and practices that minimize risk of injury; and
- 2) cease participating and seek assistance if I cannot safely continue.

I ACKNOWLEDGE THAT this Release and Waiver of Liability is between myself and SOTF and that it will govern my actions and responsibilities at said Activity and it shall be construed broadly to provide release and waiver to the maximum extent permissible under applicable law.

In consideration of my registration and permission, as a member in good standing of SOTF I hereby act for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of SOTF or its affiliates, wranglers, or hostesses,

for my death, disability, personal injury, property damage, property theft, monetary loss or actions of any kind which may hereafter occur to me, including my traveling to and from this Activity,

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE SOTF from/for any and all liabilities or claims made as a result of participation in this Activity, whether caused by the negligence of SOTF or parties acting on their behalf or otherwise.

I ACKNOWLEDGE THAT SOTF, its directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on behalf of SOTF.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this Activity.

I UNDERSTAND THAT:

- 1) I may be photographed at this Activity and I AGREE to allow use of my photo, video, or film for any legitimate purpose by SOTF or its assigns;
- 2) if the activity occurs in a foreign country, current insurance may not cover me or my assets and that I may choose to purchase additional insurance;
- 3) SOTF makes no guarantee or warranty as to the actual execution of this Activity and I agree to hold SOTF harmless for any failure to meet my expectations.

I FURTHER UNDERSTAND THAT SOTF IS NOT RESPONSIBLE FOR FUNDS COLLECTED BY HOSTESSES and is therefore not responsible for any refunds of such amounts.

I ATTEST THAT I HAVE READ THE ATTENDEE AGREEMENT.

I ATTEST THAT I HAVE READ THE PET POLICY and shall comply with all provisions thereof and will not bring a pet to an Activity that does not include pets and, further, agree to leave and forgo refund of any Activity fee for failure to comply.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Executed at \_\_\_\_\_, on \_\_\_\_\_, 20\_\_.

**PARTICIPANT**

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