

## Assumption of Risk, Waiver, and Release of Liability and Indemnity

### PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

In consideration of being permitted to participate in an event hosted by NCFCA Christian Speech & Debate League and/or enter any tournament premises, I, for myself and any personal representatives, heirs, and next of kin, and if applicable, on behalf of the minor(s) listed below, hereby acknowledge, agree and represent as follows:

#### Waiver and Release of Liability Agreement

I (on behalf of myself, my spouse, heirs, personal representatives, my estate, my parents and assigns, referred to as "Releasing Parties"), and if applicable, on behalf of the minor(s) listed below, agree not to sue and hereby waive, release, and discharge NCFCA, and its respective directors, officers, employees, volunteers, independent contractors, agents, affiliates, successors, and assigns (referred to as "Protected Parties") from any and all liability. This includes any liability arising from or related to all claims, lawsuits, or causes of action, including damage to or loss of property; injury or death to myself, or any family members; and consequential damages arising from any injury or loss, such as the inability to work, loss of consortium or other damages. This includes all claims arising from my, and if applicable, the minor(s) listed below, presence at, and/or participation in NCFCA activities.

#### **Indemnity Agreement**

I also agree to hold harmless, defend, and indemnify Protected Parties (including, but not limited to defending any lawsuit or arbitration, and paying any judgment and costs, including investigation costs, attorneys' fees, experts' fees and related expenses) from any and all claims, lawsuits or arbitrations brought by the Releasing Parties arising from my death, injury, or loss due to involvement in NCFCA activities (including those arising from the inherent risks of the activity and/or the ordinary negligence of Protected Parties.)

#### **Clarifying Clauses**

I expressly agree that the Release Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, which are the laws that govern this Agreement. I agree that, in the event any clause or provision of this Release is held to be void, voidable, or unenforceable, the remaining portions shall remain in full force and effect. Further, a waiver of a right under this Release does not prevent the exercise of any other right. If any dispute arises out of this Agreement, I agree that I will attempt to resolve such dispute in Christian mediation with a trained mediator, before filing any legal action. To revoke this Agreement, I must notify NCFCA in writing in advance of the event.

#### **Acknowledgment of Understanding**

By signing below, I agree I have read both sides of this form and understand that by signing this form, I am giving up legal rights and the rights of any Releasing Party to sue for damages in the event of death,



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injury, or loss. I further acknowledge that I, on behalf of myself, and if applicable, on behalf of the minor(s) listed below, am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability, including that due to inherent risks of the activity to the greatest extent allowed by law of the State of Oregon.

Name		Date
Signature		
Names of Minors if applicable:		
Address		
Home Phone	Work Phone	Cell Phone
Emergency Contact		
Work Phone	_ Cell Phone	_