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WAIVER AND RELEASE OF LIABILITY

Note: This form must be read and signed before the participant is permitted to take part in event sessions. By signing this agreement, the participant affirms having read it.

In consideration of my involvement at the Rally Niagara Badminton Club under the auspices of USA Badminton and Rally Niagara Badminton Club, I acknowledge, appreciate, and agree that:

1. I risk bodily injury, including paralysis, dismemberment, disability, and death, and while particular rules of the sport, equipment, and discipline may reduce this risk, this risk of injury does exist, as well as the risk of damage to or loss of property.
2. I knowingly and freely assume all such risk; both known and unknown, even if arising from the negligence of the releases of others;
3. I willingly agree to comply with the state and customary terms and conditions for participation. If, however, I observe any unusual or unnecessary hazard during my presence or participation or if I observe any concern in my readiness for participation, I will immediately bring such to the attention of the nearest official and refrain from participation; and
- 3a. I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, hold harmless and promise not to sue USA Badminton, the committee, their sponsors, their officers, volunteers, staff, sponsors and/or agents, ("releasees") with respect to any and all injury and loss arising from my participation, whether caused by the negligence of the releasees, the condition of the premises or otherwise, except that which is the result of gross negligence or wanton misconduct, to the fullest extent permitted by law.
4. I agree to be bound by the rules and regulations of the Badminton World Federation and those of USA Badminton and I hereby stipulate that I am eligible to play in the events for which I am applying and that I understand that the above mentioned make no representation or warranty with respect to the condition of the premises or the operation of the event.
5. I hereby grant to USA Badminton, it's licensees and contractees including photographers, television and motion picture rights including to film or videotape me during matches, narratives, personal interviews, or comment thereon for any and all commercial, news or other purposes together with the right to transfer or grant their rights to others, all without remuneration or compensation to me whatsoever.

I have read this Release of Liability and Waiver Agreement, fully and understand the terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Participant's Signature _____ E-mail: _____

Participants Name (Printed) _____ Date _____

For Participants of Minority Age

This is to certify that I/We as parent(s)/ guardian(s) with legal responsibility for this participant, do consent and agree not only to his/her release, but also for myself, ourselves and my/our child involvement as stated above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent(s)'s/ Guardian(s)'s Signature(s) _____ Date _____

Participants Name (Printed) _____ Emergency contact _____