

Smoky Mountain Sports Complex, LLC

Release and Waiver of Liability

In consideration of being allowed to participate in any way in the **Smoky Mountain Sports Complex, LLC** athletic/sports program, and related events and activities, the undersigned:

- _____ 1. Agree that prior to participating, they will inspect the playing facilities and equipment to be used, and if they believe anything is UNSAFE, they will immediately advise their coach or supervisor of such condition(s) and REFUSE TO PARTICIPATE.
- _____ 2. Agree that the parent(s) or legal guardian(s) will instruct the minor participant that prior to participating, they should inspect the facilities and equipment to be used, and if the participant believes anything is UNSAFE, they should immediately advise their coach or supervisor of such conditions and REFUSE TO PARTICIPATE.
- _____ 3. Acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury including permanent disability and death, and severe social and economic losses which might result not only from their actions, inactions or negligence, but the actions, inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, that there may be other risks not known or not reasonably foreseeable at this time.
- _____ 4. Acknowledge that it is the participant's responsibility to be properly insured and/or pay all medical costs in the event of an injury and to be knowledgeable of where to contact assistance in the case of an emergency.
- _____ 5. Assume all foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.
- _____ 6. Release, waive, discharge and covenant not to sue the **Smoky Mountain Sports Complex, LLC**, their affiliated teams, their respective administrators, officers, directors, agents, **coaches** and other employees or volunteers of the organizations, mentioned above, other participants, sponsoring agencies, corporate sponsors, advertisers, and, if applicable, owners and leasers of the premises used to conduct the event, all of which are hereinafter referred to as "releases", from demands, losses, or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the release or otherwise.
- _____ 7. In the event that injury or illness while competing in any **Smoky Mountain Sports Complex, LLC** event, I hereby authorize any emergency first aid, medication, medical treatment or surgery necessary by licensed medical personnel. I also give my permission for attending medical personnel to execute on my behalf if I am not immediately available to do so. This includes the cost for transportation to an emergency facility and/or hospital.
- _____ 8. I hereby consent to allow my picture and/or voice or likeness in any official documentary, promotional, exclusive television, radio or film coverage of any SMSC event in any manner incidental to my participation in this or any Smoky Mountain Sports Complex, LLC event without compensation to me.

THE UNDERSIGNED HAS READ THE ABOVE WAIVER AND RELEASE, UNDERSTANDS THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY.

Signature (each Participant and a parent/legal guardian of minor participants must sign a release and waiver of liability form to participate)

Printed Name of Participant

Participants Signature

Date

Birth Date

Printed Name of Parent/Legal Guardian

Parent/Guardian's Signature

Date
