



MALONE CENTRAL SCHOOL DISTRICT

ACKNOWLEDGMENT OF RISK AND HOLD HARMLESS AGREEMENT

I hereby acknowledge that I have voluntarily chosen to participate in the (event) _____ (hereinafter called "program") utilizing Malone Central School District's Facilities.

I understand the risks involved in the program. I recognize that the program and its activities involves risk of injury and I agree to accept any and all risks associated with it, including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death. Furthermore, I recognize that participation in the program involves activities and risks incidental thereto, including but not limited to, transportation related to the program, games, competitions, training, practices, scrimmages, plays, physical contact with other players, limited availability of medical assistance and the possible reckless conduct of other participants. I am voluntarily participating in the program with the knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, bodily injury, or death.

I further understand that protective equipment, no matter how well designed and maintained, cannot guarantee the prevention of bodily injury or death, I also recognize that no helmet, brace, padding or other protective equipment can absolutely prevent possible head, neck or other potentially serious injuries that are possible while participating in the program. I understand the risk of injury from using poorly fitting, worn or defective protective equipment, or from the use or misuse of protective equipment to deliberately injure a player.

In consideration of my participation in the program and to the fullest extent permitted by law, I agree to indemnify, defend and hold harmless Malone Central School District, its trustees, officers, directors, employees, agents, volunteers and assigns from and against all claims arising out of or resulting from my participation in the program. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from. In addition, I hereby voluntarily hold harmless Malone Central School District, its trustees, officers, directors, employees, agents, volunteers and assigns from any and all claims, both present and future, that may be made by me, my family, estate, heirs or assigns.

I hereby expressly agree to indemnify, defend, and hold harmless Malone Central School District, its trustees, officers, directors, employees, agents, volunteers and assigns for any claim arising out of or incident to my participation in the program, unless claim is caused by the sole negligence or willful misconduct of Malone Central School District.

I also understand that this assumption of risk and hold harmless is intended to be as broad and inclusive as permitted by the laws of the State of New York and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

I agree that this acknowledgment of risk and hold harmless is effective for as long as I participate in the program.

I have read and understand this acknowledgment of risk and hold harmless.

Please Print

Participant's Name: _____
Last First M.I.

Participant's Signature: _____ Date: _____

Email Address: _____

Emergency Contact: _____ Emergency Phone: _____

IF THE PARTICIPANT IS UNDER THE AGE OF 18, THE SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED BELOW

Parent Name: _____ Signature: _____ Date: _____