

# NO MORE SIDELINES

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

**NO MORE SIDELINES**, a Michigan non-profit corporation, exists to permit children and young adults with special needs participation in recreational and physical activities with persons having similar special needs in order to gain physical and emotional satisfaction.

I desire to participate in activities arranged and sponsored by No More Sidelines.

In consideration of No More Sidelines permitting me to participate in its activities, I agree and acknowledge as follows:

1. I release, discharge and indemnify No More Sidelines, its officers, directors, employees, volunteers, participants and any and all persons or entities acting on its behalf (collectively "NMS"), from any and all claims of any kind arising from my participation in its activities. This release and indemnification is made on behalf of myself, my parents, my heirs, assigns, personal representative and estate.
2. I know that participation in NMS activities, because of their nature as physical activities, entail known, unknown, anticipated and unanticipated risks which could result in injury to me. Such unavoidable risks include but are not limited to: collision with other participants, NMS volunteers, or walls or other fixed objects or objects on or off playing surfaces. They include the possibility of falling down, equipment failure or the failure of other's equipment in addition to the negligence of myself or others. They also include injuries arising during transport to or from NMS activities.
3. I know that injuries resulting from my participation in NMS activities may include physical or emotional injury (including paralysis or death), damage to property or injury to third parties including other participants or NMS. Despite the best efforts of NMS and others, I may suffer broken bones, sprains, head, neck and back injuries and bruises. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the NMS activity and the purpose of this agreement.
4. I know that NMS has a difficult job to perform in arranging and conducting its activities for my benefit. Despite its best efforts, the safety of myself and other participants cannot be guaranteed. My participation in NMS activities is purely voluntary on my part, and I freely choose to participate despite the risks.
5. I assume and will bear the costs of all risks that may exist or be created, directly or indirectly, by my participation in NMS activities. I expressly agree and promise to accept and assume all of the risks arising from my participation in NMS activities..
6. I voluntarily release, forever discharge and agree to indemnify and hold NMS harmless from any and all claims, demands or causes of action which are in any way connected with my participation in NMS activities or my use of NMS's equipment or facilities, including such claims which allege negligent acts or omissions of NMS whether described in this agreement or not.
7. I promise that I have adequate insurance to cover any injury or damage I may cause or suffer as a result of participating in NMS activities, or in place of insurance I agree to bear all costs of such injury or damage.
8. I promise that I have fully disclosed any and all medical or physical conditions which may or will interfere with my safe participation in NMS activities. I agree that NMS may, in the exercise of its sole discretion determine my fitness to participant in any specific activity for reasons disclosed by me or otherwise existing in its sole opinion.
9. Should a cause of action or claim arise from my participation in NMS activities, I agree that the action shall be subject to binding arbitration following the rules of the American Arbitration Association applying the law of the state of Michigan.
10. If any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.
11. By voluntarily signing this agreement, I (including my parent or guardian) understand that I have freely agreed to be bound by its terms and have waived my right to maintain any cause of action against NMS on the basis of any claim for which I have released it.

OVER

I HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS AGREEMENT AND  
VOLUNTARILY AGREE TO ITS PROVISIONS.  
(Parent or Guardian to complete consent below)

Signature of participant \_\_\_\_\_

Print name \_\_\_\_\_

Street address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Phone with area code (\_\_\_\_\_) \_\_\_\_\_

Date \_\_\_\_\_

PARENT'S OR GUARDIAN'S CONSENT (REQUIRED FOR PARTICIPANTS UNDER AGE 18)

I am the parent or legal guardian of \_\_\_\_\_, the participant identified  
above. I have read and, in my capacity as parent or legal guardian of the participant, agree to its terms  
and conditions.

Signature of parent or guardian \_\_\_\_\_

Print name \_\_\_\_\_

Street address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Phone with area code (\_\_\_\_\_) \_\_\_\_\_

Date \_\_\_\_\_

If injured, to which hospital would you like to be transported? \_\_\_\_\_

If you desire to tell us, what is your religious affiliation (confidential - for use in emergency only)?

\_\_\_\_\_ Local Church contact (if any): \_\_\_\_\_