

LIABILITY WAIVER AND INDEMNITY AGREEMENT

1. In consideration of my participation in the United Way Human Foosball Tournament on September 9, 2017 at The Landing Restaurant in downtown Yankton, SD I hereby release, discharge, covenant not to sue, and agree to hold harmless United Way & Volunteer Services of Greater Yankton LLC and Flusswerks LLC, their officers, directors, employees, agents and volunteers (collectively "the released parties") from all liability, claims or demands resulting from personal injury, death, property damages and expenses of any nature whatsoever (including, but not limited to, healthcare expenses), to me, my personal representatives, assigns, heirs, and next of kin, resulting from my participation in the Event. I acknowledge that the released parties do not have any special training in first aid, CPR, or other life-saving emergency response training, and I understand that the released parties do not furnish any accident or medical insurance that would cover the cost of treatment for any injury I may sustain while participating in the Event.

2. I hereby agree to defend, indemnify, save and hold harmless the released parties from any claim for or relating to loss, liability, damage or cost (including attorney's fees) that they may incur due to my participation in the Event, whether caused by the negligence of the released parties or otherwise;

3. I HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE OR ANY OTHER DAMAGE that may result from my participation in the Event, whether due to the negligence of the released parties or otherwise.

I expressly acknowledge and agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by South Dakota law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I understand and accept that in the course of my attendance at and participation in the Event, film or photographs may be taken, or illustration may be made of me and/or my personal property. I acknowledge and agree that such film/photographs and/or illustrations may be used in any medium by the released parties for advertising and promotional purposes in any medium, without compensation to me or my further consent.

Any dispute that may arise out of this agreement is subject to exclusive venue in Yankton County, South Dakota, and shall be construed according to the laws thereof.

I have read this RELEASE and understand that I am waiving important legal rights by signing this RELEASE, and do so of my own free choice and not under the influence of any of the released parties. I further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

(Print name of Participant)

(Signature of Participant)

Date: _____

(Print name of Participant)

(Signature of Participant)

Date: _____

(Print name of Participant)

(Signature of Participant)

Date: _____

(Print name of Participant)

(Signature of Participant)

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