

Northeast Badminton Club

Waiver, Release of Liability & Assumption of Risk



PARTICIPANT INFORMATION

Participant Name: _____

Date of Birth: _____

Phone: _____ Email: _____

Emergency Phone: _____

Emergency Contact: _____

Relationship: _____

In consideration of being permitted to participate in activities, programs, training, practices, matches, tournaments, open play, fitness activities, or other events organized, hosted, or sponsored by Northeast Badminton Club (the "Club"), I acknowledge and agree as follows:

1. Assumption of Risk. I understand that badminton and related physical activities involve inherent and other risks, including slips, falls, collisions, contact with players or equipment, overexertion, muscle or joint injury, fractures, head or eye injury, illness, disability, paralysis, death, and property damage. I knowingly and voluntarily assume all risks of participation, whether known or unknown, to the fullest extent permitted by applicable law.

2. Fitness to Participate and Safety Rules. I represent that I am physically able to participate, will use reasonable judgment regarding my condition, and will follow Club rules, facility rules, instructions, and customary safety practices. I will stop participating and promptly notify Club staff if I experience an unusual or unsafe condition or believe continued participation may present a danger to myself or others.

3. Release and Waiver of Liability. To the fullest extent permitted by applicable law, I release and hold harmless Northeast Badminton Club and its owners, officers, directors, employees, coaches, instructors, volunteers, agents, sponsors, affiliates, contractors, facility providers, and event organizers (the "Released Parties") from claims arising out of or related to my participation, including claims based on ordinary negligence. This release does not apply to liability that cannot lawfully be waived, including gross negligence, reckless conduct, or intentional misconduct where applicable.

4. Indemnification. To the fullest extent permitted by law, I agree to indemnify and hold the Released Parties harmless from claims, losses, liabilities, or expenses arising from my own acts or omissions, violation of rules, or damage or injury I cause to another person or property during Club activities.

5. Personal Property. I understand that the Club is not responsible for lost, stolen, or damaged personal property except to the extent responsibility cannot be excluded by law.

6. Emergency Medical Authorization. If I become ill or injured and emergency care is reasonably necessary, I authorize the Club to contact emergency services and, when I cannot provide consent, to facilitate reasonable emergency medical care. I understand that I am responsible for medical expenses incurred on my behalf to the extent permitted by law.

7. Photo and Video Release. Select one: ☐ **I CONSENT** ☐ **I DO NOT CONSENT** to the Club using photographs or video of me taken during Club activities for lawful promotional, informational, website, social media, or archival purposes. If I consent, no compensation is required unless separately agreed in writing.

8. Governing Terms and Severability. This agreement is intended to be as broad and inclusive as permitted by applicable law. If any provision is held unenforceable, the remaining provisions will continue in effect. This waiver remains in effect for my participation in Club activities unless revoked in writing with respect to future activities, subject to applicable law.

ACKNOWLEDGMENT: I have read this Waiver, Release of Liability & Assumption of Risk, understand its terms, understand that I am giving up substantial legal rights by signing it, and sign freely and voluntarily.

Printed Name

Signature

Date

FOR PARTICIPANTS UNDER 18 YEARS OF AGE

I am the parent or legal guardian of the minor participant identified above. I have read and understand this agreement and, to the fullest extent permitted by applicable law, consent to the minor's participation and agree on behalf of myself and, where legally permitted, the minor to its terms. I authorize reasonable emergency medical care for the minor when I cannot be reached promptly. I understand that a parent or guardian cannot waive certain rights of a minor in some jurisdictions and that this section applies only to the extent permitted by law.

Parent/Guardian Name: _____

Phone: _____

Relationship to Participant: _____

Email: _____

Parent/Guardian Printed Name

Parent/Guardian Signature

Date

Club note: This general participation waiver should be reviewed by qualified local counsel for compliance with the law of the state where Club activities occur.