

Frostival Kickball Waiver/Roster

1. I, the undersigned, agree on behalf of myself, as a participant and/or, if applicable, on behalf of my child (children)/ward(s), as participant(s) has (have) voluntarily elected to engage in the following nonessential activities sponsored by the City of Moorhead and the Fargo-Moorhead Convention and Visitors Bureau. The risk of injury from participation in this activity is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my participation in this activity.
2. I understand that participation in this activity is completely voluntary and that the activity is being offered as an optional activity for the benefit of the participants and that participation is not required.
3. I agree that this Release of Liability is given for and in lawful consideration of being able to participate in the above named activity.
4. I agree to hold the City of Moorhead and the Fargo-Moorhead Convention and Visitors Bureau harmless from any and all claims arising out of or related to my participation in this activity. I further agree to indemnify and defend the City of Moorhead and Fargo-Moorhead Convention and Visitors Bureau from any and all actions brought against the City of Moorhead, the City of Moorhead's employees, agents, or designees, the Fargo-Moorhead Convention and Visitors Bureau, the Fargo-Moorhead Convention and Visitors Bureau's employees, agents, or designees relating to or arising out of my participation in this activity. Said indemnification shall include, *inter alia*, attorneys' fees, damages, whether punitive, economic or compensatory, and costs and disbursements.
5. I agree that on behalf of myself and /or the above named participant, I expressly forever release and discharge the City of Moorhead and Fargo-Moorhead Convention and Visitors Bureau its servants, agents, or employees from all such claims, demands, injuries, damages, actions, or causes of action of whatever nature, related to my participation in this activity, subject to paragraph 6 below.
6. I understand that notwithstanding paragraphs 4 and 5 above that this Release shall not apply to any damage caused by willful/wanton or intentional misconduct.
7. I understand, agree and acknowledge that this activity may be of a hazardous nature and/or include physical and/or strenuous activity. Understanding this, I state that I have no medical condition or impairment that might inhibit my safe and active participation in the above listed activity. In addition, I understand that the City of Moorhead or the Fargo-Moorhead Convention and Visitors Bureau does not provide medical insurance coverage for activity participants and that any applicable medical insurance must be provided individually by such participants. In the case of injury or medical emergency and in the event participant, or participant's parent or guardian, cannot respond at the time of the emergency, the City of Moorhead or the Fargo-Moorhead Convention and Visitors Bureau has permission to seek, administer, or have administered whatever first aid or emergency medical care deemed necessary for participant's welfare, and it is understood that participant, and not the City of Moorhead or the Fargo-Moorhead Convention and Visitors Bureau, will be responsible for any and all charges for such health care services regardless of whether participant's medical insurance would cover such charges.
8. I agree that this Release of Liability shall be binding upon my spouse, heirs, successors, and assigns, if any there be, in accordance with the terms and conditions contained herein.

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Team Name: _____

Team Captain: _____

	Name (print)	Signature	Phone
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