

THE HAVERHILL DART LEAGUE

ACCIDENT WAIVER, RECOGNITION OF RISKS AND LIMITATION OF RIGHTS, AND RELEASE OF LIABILITY

This form must be read carefully and signed by each player, or, if the participant is a minor, such minor's parent or legal guardian, in order to participate in any activity provided by The Haverhill Dart League. You are free, at your own discretion, to decide not to participate in any activities provided by The Haverhill Dart League if you do not agree with any of the terms or provisions of this agreement ("Agreement"), and choose not to execute it. However, to the extent you agree and choose to participate, this Agreement is perpetual as long as you participate in any activity provided by The Haverhill Dart League, whether it is a "pick up" activity, practice, league game, or any other activity or event. By signing this Agreement, you acknowledge and understand that no matter how casual a sport or athletic activity might seem, there is a chance of injury. You acknowledge you have read the rules of the league and understand that you are participating at your own risk. You acknowledge and understand that any and all activities provided by The Haverhill Dart League are athletic events, or related to sports, and therefore test a person's physical abilities, carrying with it the potential for serious injury and even death. The risks include, but are not limited to, those caused by terrain, facilities, equipment utilized in the activities (whether faulty or not), temperature, weather, physical and mental condition of athletes, vehicular traffic, lack of hydration, and actions of other people, including but not limited to yourself, other participants, volunteers, spectators, coaches, event officials, and facility personnel. By signing this Agreement, also you hereby agree to assume all of the risks of participating in any and all activities organized by The Haverhill Dart League and its sponsors, and acknowledge and accept that liability may arise from negligence, carelessness, or even purposeful actions on the part of the persons or entities being released, or because of their liability without fault, but any and all such liability is being waived and released herein. In addition, by signing this Agreement, you certify that you are physically fit enough to play darts, have trained sufficiently for participating in the activities described herein and have not been advised otherwise or not to participate by a qualified medical person. Certification of Receipt and Review of Agreement, and Release of All Liability I hereby acknowledge that this "Accident Waiver, Recognition of Risks and Limitation of Rights, and Release of Liability" agreement ("Agreement") will be applied by the event holders, sponsors and organizers of any The Haverhill Dart League events or activities in which I may participate, and that it will govern my actions and responsibilities at said event or activity. I hereby state that I am executing this Agreement on my own behalf, or I hereby certify that I am the parent or legal guardian of the below named child and execute this Agreement on such child's behalf, intending such child and myself to be bound by the Agreement: In consideration of my application to participate and permitting me to participate in the events or activities provided by The Haverhill Dart League, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows. I hereby: (a) waive, release and discharge from any and all liability, regardless of who is at fault, for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me including attorney's fees, litigation costs, and my traveling to and from The Haverhill Dart League events or activities, the following entities or persons: The Haverhill Dart League and its directors, managers, supervisors, officers, employees, volunteers, representatives and agents, affiliated or unaffiliated event holders, event directors, event coordinators,

event sponsors, event staff, event volunteers, successors, assigns and property owners or property representatives; and (b) indemnify and hold harmless the entities or persons mentioned in section (a), above, from any and all liabilities or claims made as a result of participation in the activities or events provided by The Haverhill Dart League (including but not limited to negligence, breach of contract or wrongful and intentional conduct of the parties hereby released), whether caused by my own negligence or intentional acts or the negligence or intentional acts of others, or otherwise. I hereby also consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during or as the result of my participation in any The Haverhill Dart League activity or event, and I understand and acknowledge that no accident or medical insurance is provided with any activity or event provided by The Haverhill Dart League. I understand and acknowledge The Haverhill Dart League reserves the right to refuse to permit me to participate in any event for any reason, and I shall have no legal or other recourse relating to such decisions. In the event I have paid The Haverhill Dart League in advance for participation in any such activity or event, and The Haverhill Dart League determines that I will not be permitted to participate any longer, at any time and for whatever reason, I acknowledge that I am only entitled to a reasonably calculated, pro-rated refund/reimbursement of my entry/participant fee, which may be zero (0), have no other recourse, and can seek no additional remuneration, refund or reimbursement. I hereby acknowledge that I also understand that at each activity or event, I may be photographed, videotaped, or have my likeness reproduced. I agree to allow my likeness to be used for any purpose by The Haverhill Dart League, the activity/event holders, producers, organizers and/or assigns, including being used on any websites, Facebook pages, or any other social media or electronic pages affiliated with The Haverhill Dart League. This Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I further agree to abide by all the rules and regulations as set forth by The Haverhill Dart League and the directors or supervisors of any activity or event. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, I hereby agree that the remaining provisions of this Agreement shall not be affected and shall continue to be valid and enforceable, and, if, for any reason, a court finds that any provision of this Agreement is invalid, illegal or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be so limited and shall be construed and enforced as such. I hereby certify that I have read this Agreement, understand all of its contents, and specifically agree to the terms herein on my own behalf or on behalf of the child for whom I am the parent or legal guardian. I acknowledge that I am giving up rights by agreeing to the contents of this document, and I accept it of my own free will:

Signature: _____

Participant Name (print): _____

Parent/Guardian: _____ (if applicable)

Date Executed: _____