

## MARYLAND SENIOR OLYMPICS PARTICIPANT

### RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

For and in consideration of the Maryland Senior Olympic Commission LLD (MSOC) allowing me, the undersigned, to participate in any MSOC sanctioned or approved activity, including competing in a sporting event or participating in a fitness or wellness training programs I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

- I hereby certify and represent that (i) I am in good health and in proper physical condition to participate in the Events; and (ii) I have not been advised of any medical conditions that would impair my ability to safely participate in the Events. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Events.
- I acknowledge the inherent risks associated with the sport in which I am competing; and I understand that my participation involves risks and dangers, which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and death; loss of or damage to personal property and equipment; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with natural or manmade objects; dangers arising from adverse weather conditions; imperfect weather conditions; and surface hazards; facility issues; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses that I incur as a result of my participation in any Events.
- With regard to infectious diseases, I acknowledge that Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, ~~and~~ COVID-19 or any derivations thereof, and/or other contagious viruses. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, I knowingly and freely assume all such risks, both

known and unknown, even if arising from the negligence of the releasees (MSOC and those specified in paragraph number five (5) or others, and assume full responsibility for my participation; and, I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

- I agree to be familiar with and to abide by the Rules and Regulations for the sporting events in which shall participate in, including any safety regulations of the event venue. I accept sole responsibility for my own conduct and actions while participating in the Events.
- I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: MSOC, its Commissioners, Montgomery County, other state or county entity hosting the event, and its employees, the National Senior Games Association, state or local sports associations hosting the event and its directors, employees, and volunteers (including, but not limited to, event directors, coaches, officials, judges, timers, safety marshals, and lifeguards, and facility owners or operators hosting the Events); law enforcement agencies and other public entities providing support for the Events; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, and volunteers (individually and collectively, the “Released Parties”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys’ fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate in any way to my participation in the Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.
- I further agree that if despite this Agreement that if I, the undersigned, or anyone acting on my behalf, makes a claim for Liability against any of the Released Parties, I agree to indemnify, defend, and hold harmless each of the Released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, as a result of any such claim arising from participation in the activities sponsored by MSOC. The undersigned also agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasee and is intended to be as broad and inclusive as is permitted by the laws of Maryland 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 hereby warrant that I am legally competent to enter into this Agreement, that I have carefully read this Agreement to hold harmless MSOC and its directors and employees and all other parties specified in paragraph number five (5), understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it

(including the rights of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns), acknowledge that I have signed this Agreement without any inducement, assurance, or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT WITH RESPECT TO ANY ILLNESS, DISABILITY, OR DEATH WHETHER ARISING FROM MY NEGLIGENCE OR THAT OF MSOC OR OTHERS SPECIFIED HEREIN IN PARAGRAPH NUMBER FOUR (4), FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Last Name	First Name	MI	Sex (circle) M    F	Date of Birth (mm/dd/yy)
Street Address, City, State, Zip				
Signature of Participant				Date Signed