

Missouri Women's Council of REALTORS Dodgeball Tournament
Assumption of Risk, Release and Waiver of Liability
and Indemnification ("Release")

Assumption of Risk:

I acknowledge that, as is the case with any physical activity, participation in **Dodgeball** or any ancillary activities and events (the "Activity"), including without limitation as a spectator, is potentially dangerous and that the risk of injury, even serious or disabling, is always present and cannot be entirely eliminated. I also affirm that I alone am responsible to decide whether to participate in the Activity and that I am doing so out of my free will and choice and at my own risk. I agree to fully follow and abide by all rules, instructions and requirements of **Missouri Women's Council** with respect to the Activity.

In choosing to participate in the Activity, I fully accept and assume all risks of my participation, known and unknown, foreseeable or unforeseeable, whether before, during or after the Activity including, without limitation, bodily injury, death, mental injury, emotional distress, trauma, illness, contact with other participants, the actions of others, including but not limited to participants, volunteers, spectators, coaches, and officials and producers of the Activity, equipment failure, the effects of weather including extreme temperature, wind, rain and any other conditions. The fact that all potential risks associated with the Activity are not capable of being identified is known and appreciated by me.

Release and Waiver of Liability and Indemnification

Knowing all these facts, and in consideration of my acceptance, admission and/or participation in the Activity, I, for myself, my heirs and anyone acting on my behalf, knowingly and voluntarily, irrevocably and unconditionally fully and forever release, waive, discharge and covenant not to sue **Missouri Women's Council of REALTORS, Missouri REALTORS** and/or any sponsor of the Activity, their respective officers, directors, employees, contractors, members, affiliates, volunteers, agents and staffs, and their respective heirs, successors and assigns (collectively, the "Released Parties") from and for any and all loss, damage, expense, claims, demands and causes of action for liability of any and every kind that I have, may have or hereafter accrue against any of the Released Parties, directly or indirectly, arising out of or relating in any respect to my participation in the Activity. The foregoing includes, without limitation, any economic or emotional loss, physical or psychological injury, death, damage or loss to my person or property, pain, suffering, illness, and any other injuries, damages or loss of all types and description which may be sustained by my participation in the Activity, including traveling to and from the Activity.

I further agree to indemnify, defend and hold all of the Released Parties harmless from and against any and all loss, damage, expense, claims, demands and actions for liability of any and every kind that may be asserted by anyone against any of the Released Parties, including but not limited to attorney fees of counsel selected by any of the Released Parties, arising in any respect from my participation in the Activity. If I should require any medical care or treatment, I agree that I am solely responsible for and shall assume and pay for any costs incurred as a result of such treatment, including but not limited to emergency expenses. I am aware and understand that I should carry my own health insurance.

By signing this Release, I certify that I have read and fully understand and agree to the terms hereof. I am signing this Release voluntarily and not relying on any statements or representations made by any of the "Released Parties". I recognize that my signature serves as a complete and unconditional release of all liability to the greatest extent allowed by law in the State of Missouri.

Participant Signature: _____ **Date:** 9/20/2022

Print Name: _____