



Town of Avon, Indiana Sports Participant Release of Liability

SPORT PARTICIPATION RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of agreeing to these terms. Express Assumption of Risk Associated with Sport, Venue Use and Related Activities: I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the Town of Avon, Indiana Sports ("AIS"), activities, transportation of equipment related to the activities, and traveling to and from activity sites in which myself or my child is about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that might result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my child's or others' equipment.
3. I AGREE THAT I (Avon Adult Sports participants) or MY CHILD (Avon Youth Sports participants) WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT IN WHICH HE/SHE IS PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, halfpipes, jumps, padded and non-padded barriers, other persons, and other natural and man-made hazards.
5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decisions making including misjudging terrain, weather, riding surfaces or other obstacles.
6. Exposure to the elements and temperature extremes may result if frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
7. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature and other weather conditions.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, exhaustion, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
10. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists.

I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.



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I understand that AIS does not provide transportation to any activity, and I am willing to transport or make personal arrangements for transportation of my dependent(s) to all activities. I further understand that AIS does not endorse or condone coaches transporting athletes and that any such arrangement is strictly an arrangement between two private individuals. (Avon Youth Sports participants)

I give AIS permission for our child(ren) or myself (Avon Adult Sports participants) to have my/his/her/their photograph and/or name posted on the website, print, or TV media.

By registering you agree to follow the AIS/AYS Code of Conduct. Any coach, player, parent, spectator, or referee, who violates the AIS/AYS Code of Conduct is subject to discipline which may include suspension, ban from our facilities, and in extreme cases, lifetime ban from participating in any sport or activity offered by AIS/AYS.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the above-described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, AIS, its staff, directors, coaches and volunteers (collectively, "Releasees").
2. To release the Releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the Releasees or otherwise. By executing this document, I agree to hold the Releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this Agreement.
4. This Agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement. The release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining items shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Electronic Signature: * I/We have read, understand and agree to comply with the SPORT PARTICIPATION RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT as outlined above.

Revised 02.21.25