

Winter Games

Assumption of Risk – Waiver of Liability – Indemnification Agreement (READ BEFORE SIGNING)

The Meijer State Games of Michigan (hereafter referred to as MSGM) is a multi-sport, Olympic-style event that welcomes athletes regardless of age or ability. The Games embody the values of participation, sportsmanship, and healthy living among residents of the state of Michigan. MSGM makes available more than 25 sports and activities that may be loosely categorized as 1- Team Sports 2- Individual Sports 3- Combative Activities 4- Water-related Sports 5- Racing Activities and 6- Winter Ice/Snow Sports. The *required physical exertion* ranges from mild to very strenuous, depending upon the activity and the motivation of the participant; the *required skill level* ranges from moderate to highly skilled, depending upon the activity; and the *competitiveness of the activity* ranges from moderate to highly competitive. Most fitness, skill, and competition levels can be accommodated.

While the many benefits of these activities are apparent, *MSGM and its staff regard participant safety as a top priority* and feel it is important that the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN understand that there are risks inherent in all physical activity. MSGM takes great care to reduce the risks associated with the many physical activities offered at the facility.

Nevertheless, regardless of the care taken to provide safe activities and to avoid injuries, some risks are inherent in the activity and cannot be totally eliminated without changing the nature of the activity. These risks are usually called **inherent risks**. It is impossible to list all of the inherent risks of a single sport, let alone all the risks in more than 25 sports. All the same, a number of common inherent risks (but by no means, all) that might be present in one or more of the sports offered are listed below. Some of these include:

Collisions or contact with other persons or objects (e.g., with walls, tables, spectators, officials, bikes, vehicles, diving boards, trees, concealed rocks, etc.); Facility/equipment related Hazards: (e.g. broken, defective, or inadequate competition equipment, unexpected equipment failure, imperfect course or playing conditions, etc.) Cold Weather Related Hazards (Extreme cold which can result in frostbite, hypothermia, wind burn, etc.) Injury: (e.g. sprains, fractures, lower extremity injuries such as ACL and MCL tear, skiers thumb, broken bones, concussion, injury incurred while performing aeriels or other tricks while skiing or snowboarding, wrist, elbow, rotator cuff, collarbone, and neck injuries etc.). • Health Conditions: Over exertion, prolonged strenuous exercise, causing such as heart attack, stroke, Rhabdomyolysis, confusion, loss of consciousness, etc.) • Slips or falls due to imperfect playing surfaces (e.g., wet spot on court, icy slick surfaces, uneven paths, snow-hidden hazards, natural obstacles and man-made obstacles, etc.) • Being struck by an object (e.g., ball, hockey stick, arrow, oar, snowboard, ski, bike, etc.) • Drowning (e.g., when injured on a dive, boat capsizes, fall from boat, when colliding with co-participant); Other inherent risks (e.g., *participant-related* [participant failure to adhere to posted rules or warnings; careless, erratic, or negligent acts by co-participants]; *personnel-related* [e.g., errors in judgment by MSGM personnel, misjudgment in first aid/emergency measures, game officials, or volunteers -- including, but not limited to, misjudging participant abilities or fitness, misjudging weather conditions, failure to give adequate warnings or instructions, concentration lapses while supervising]; and *opening ceremony activities* [e.g., fireworks and other special activities]).

MSGM feels that it is important that the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN understand that three types of injuries can occur. Minor injuries are the most common and include, but are not limited to, muscle soreness, headaches, sprains, abrasions, cuts, black eyes, blisters, and bruises. Serious injuries are less common, but can occur occasionally. They include, but are not limited to, broken bones, concussions, torn ligaments or cartilage, eye injuries, cuts, broken teeth, frostbite, hypothermia, and internal injuries. Catastrophic injuries are very rare; but MSGM feels that every ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN should be aware of the slight possibility. These infrequent injuries include Rhabdomyolysis, permanent disability, brain injury, paralysis, blindness, and even death.

ASSUMPTION OF INHERENT RISKS: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN assert that I have previously participated in the sport(s) for which I have registered to participate; I am familiar with the inherent risks associated with the sport(s); and I have been reminded of some of the minor and serious inherent risks by the preceding paragraphs. **I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, understand that all activities of MSGM include inherent risks that cannot be totally eliminated** regardless of the care taken by MSGM. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, 1) **know**, 2) **understand**, and 3) **and appreciate** the types of injuries inherent in MSGM activities. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, hereby assert that **participation is voluntary** and the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN **knowingly assume all inherent risks of the activity**.

WAIVER OF LIABILITY FOR ORDINARY NEGLIGENCE OF MSGM: In consideration of permission to participate in MSGM activities, today and on all future dates, **I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN**, on behalf of myself, my spouse, heirs, executors, administrators, personal or legal representatives, and assigns (hereafter referred to as the Releasing Parties) **do hereby waive, release, covenant not to sue and discharge MSGM** [including the West Michigan Sports Commission, Meijer Great Lakes Limited Partnership and its Affiliates, Kent County, Meijer State Games of Michigan, corporate partners, directors, board members, officers, employees, volunteers, independent contractors, agents, equipment suppliers, and owners of all venues] (hereafter referred to as the Protected Parties) **from liability from any and all claims, demands, and actions of every name and nature including those arising from the ordinary negligence of the Protected Parties**.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in MSGM activities including, but not limited to: the opening ceremony activities; recreational, practice, or competitive activity; events; organized or individual training and conditioning activities; as an observer or spectator; and individual use of all facilities. This applies to all facilities, fields, equipment, and all other venues or premises including the associated sidewalks and parking lots and to 2) any and all claims

resulting from the damage to, loss of, or theft of property.

INDEMNIFICATION: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, also **agree to hold harmless, defend, and indemnify MSGM** (that is, defend and pay any judgment and costs, including investigation costs, attorney’s fees, and related expenses) from **any and all claims** of *Releasing Parties* or others acting on my behalf, arising from participation in MSGM Activities, (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of *Protected Parties*).

I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, further agree to hold harmless, defend, and indemnify MSGM against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant in MSGM activities.

Clarifying Clauses: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN confirm that:

1) This agreement **supersedes any and all previous oral or written promises or agreements**. I understand that this is the entire agreement between me and MSGM and that it cannot be modified or changed in any way by representations or statements by any agent or employee of MSGM.

2) The foregoing Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant Not to Sue is intended to be as broad and inclusive as is permitted by the laws of the State of Michigan and that **if any portion thereof is held invalid**, it is agreed that the balance shall continue in full legal force and effect.

3) If legal action is brought, either the state court for Kent County, Michigan, or the United States District Court for the Western District of Michigan has the **sole and exclusive jurisdiction** and that only the substantive laws of the State of Michigan shall apply.

4) I will engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of participation in MSGM shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.

Acknowledgements to Promote Participant Safety: These affirmations aid MSGM in providing for health & safety of the participant.

Health Status. The ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN affirms that he or she:

- Possesses no health problems or physical disabilities that would make participation unwise or risk injury.
- Understands that MSGM advises all participants to seek medical clearance prior to participation.
- Understands that it is his or her duty to inform staff and cease exercise immediately if there is any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, and chest pains) during participation.
- Possesses sufficient skills, experience in the activity, coordination, and fitness to safely participate.
- Acknowledges that he/she is aware of Concussion Awareness Law (Public Act 342 & 343 of 2012) and understands that information is available at www.michigan.gov/mdhhs.
- Acknowledges that he/she is aware of the Concussion Awareness Law (Public Act 342 & 343 of 2012) by the SGA and was provided sufficient information regarding concussion safety.

Medical Care. The ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN affirms that he or she:

- Authorizes the use of first aid by MSGM authorities if MSGM deem it is needed.
- Authorizes the use of CPR and/or an AED if MSGM authorities deem it is needed.
- Authorizes MSGM to secure emergency medical care and transport if deemed necessary.
- Agrees to assume all cost of emergency care and transportation.

Rules and Safety. The ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN agrees:

- To report all injuries (even minor injuries) so that MSGM may make a record of the injury.
- To wear all recommended safety gear during participation.
- To follow all rules of the activity and of MSGM.
- To inform MSGM of any conduct or condition that creates a hazard for participants or others – and will immediately discontinue further participation in said activity.
- That MSGM has authority to halt my participation if it endangers the participant or others, including the right to bar any participant if it is reported and confirmed by MSGM that the registrant is a registered sex offender.

Photo/Video Release. The ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN affirms:

- That MSGM has permission to take photos and videos of him or her during the event and may use such for promotion, advertising, and marketing the Meijer State Games of Michigan.

Acknowledgment of Understanding: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, **have read and understand this Agreement**. I understand that I am **giving up substantial rights**, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury or loss. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, acknowledge that I am voluntarily signing this agreement, and **intend my signature to be a complete release of all liability, including that due to inherent risks or the ordinary negligence by the Protected Parties**, to the greatest extent allowed by law of the State of Michigan. *Further, I, the Parent/Guardian, assert that I have explained the risks of the activity to my minor son or daughter and that he or she understands this Agreement.*

If Participant is a Minor (under 18), Parent/Guardian Must Complete the following:

Name of PARTICIPANT (Print) Date

Signature of PARTICIPANT

Name of Parent/Guardian

Signature of Parent/Guardian Date

Email Address

Emergency Contact Name

Phone Number