

KWDGC Not to sue Indemnity Waiver 2020

Participating in the sport of disc golf, or volunteering in the maintenance and landscaping of the Kentwood Disc Golf Park is a potentially hazardous activity that carries with it the risk of injury or death, from including but not limited to, exposure to Covid19, wildlife (snakes, biting insects, animals, etc.), inclement weather (lightening, strong wind, hail, heavy rain, falling trees or tree debris, slippery surfaces, etc.), contact with and the actions of other people, flying discs, chemicals, irritants, gluten, vehicles, tools, equipment/machinery failures, and sharp objects.)

By completing my registration online I am acknowledging all these potential risks, and on behalf of myself, my heirs, administrators, executors, and assigns choose for myself or my child to participate in this event and expressly release, forever discharge, covenant not to sue, and hold harmless the Wake County/Raleigh Parks and Rec, Kentwood Disc Golf Club (KWDGC), Mike Kirsch, Julie Moore, Joe Forrest, Adam Sukonick or any other volunteers and/or staff, businesses, organizations or their agents, that are sponsoring or contributing to the event, including but not limited to CADL, TDGC, Innova Disc Golf, Kirsch Lending, Greener Grass Real Estate, Bada Wings, Sub Station II, Fly Guy Disc Golf, Play it Again Sports Cary, Discraft, Saad Law, Chain Effect, Mr. Whippets, Spike Hyzer, Natural Marvels, Rustic Crafts Market, Bond Brothers, Jim Markov, Jim Brown, Tucker Trivette. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the KWDGC, its volunteers, agents, and representatives.

Furthermore, by completing my registration online I am additionally and specifically acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the event, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the event may result from the actions, omissions, or negligence of myself and others, including, but not limited to, KWDGC, its volunteers, agents, representatives, as well as program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with I or my child(ren)'s attendance at the event or participation in event. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the KWDGC, its volunteers, agents, representatives, as well as all program participants and their families of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the KWDGC, its volunteers, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any KWDGC event.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness while participating in this disc golf or volunteer event.

I also grant permission to the Kentwood Disc Golf Club to use any photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose such as marketing, advertising, or promotion.