



School code _____

**2018 Adult Athletic Release and Waiver of Liability
& Acknowledgement of Rules and Regulations**

In consideration of being allowed to participate in any way in the athletic/sport program Nassau County Empire State Games for the Physically Challenged (“NCESGPC”) to be held at a Nassau County facility I, _____ state and agree that:

Statement of Ability to Participate in NCESGPC —I am fully capable of and physically able to participate in the NCESGPC, and any other related activities including activities not yet contemplated. I agree to discontinue my participation whenever I develop or may develop a condition that might hinder my safe participation in the NCESGPC.

Acknowledgement of Risk and Chance of Severe Injury — I understand that the activities of sports generally and NCESGPC specifically, and all the hazards and exposures connected with these outdoor activities, involve risk of harm. I am aware that these risks can be inherent and/or contingent. I understand that risk and injury might result from my own actions, inactions, or negligence; from the action, inaction, and negligence of others; or from the condition of the facility or of any equipment used. I understand that my participation in the NCESGPC may lead to injury, permanent disability, or death.

Inspection of Equipment and Facility — I specifically agree to inspect all equipment to be used and the facility before using them and will not use them if I believe their condition to be unsafe, and agree to immediately report this condition to a coach or supervisor.

Liability Waiver and Release and Agreement not to Sue — I RELEASE AND HOLD HARMLESS from any legal liability Nassau County (“County”), the Department of Parks, Recreation, and Museums (the “Parks Department”), and all of their officers, employees and agents (“Releasees”) from any and all claims, demands, losses, or damages, including injury, death, or economic loss, caused by or resulting from my participation in the NCESGPC, including injury or death caused by or resulting from the negligence of any Releasee, to the fullest extent permitted by law. I further agree to not sue, claim against, attach the property of, or prosecute any of the Releasees for any and all claims, demands, losses, or damages, including injury, death, or economic loss, caused by or resulting from my participation in the NCESGPC. I will defend, indemnify, and hold harmless the Releasees for any and all liabilities, losses, costs, expenses (including but not limited to attorney’s fees), injury, death, or damages caused by or resulting from my participation in the NCESGPC.

Rules and Regulations – I read the “*Rules and Regulations*” and any other applicable guidelines promulgated by the Nassau County Parks Department Commissioner and agree to abide by these. I agree to cooperate with the Parks Department, its employees, and other County workers and to follow all Parks Department rules and regulations, the County Code of Ethics, and all applicable County, State, Federal and local laws, rules and regulations, including but not limited to Local Law 13-2002, a Local Law to promote good sportsmanship among participants, their parents and coaches in sports and recreational activities on Nassau County property, if applicable. **I understand that violence and physical altercations are strictly prohibited.** I understand that I may be discharged from the NCESGPC if a Parks Department, County, or its representative determines that I have violated any term of this paragraph, and that neither the County nor Parks Department is responsible for any fees I may have paid in connection with my participation in the NCESGPC.

Use of Likeness – I hereby authorize and give my full consent to the County to copyright and/or publish any and all photographs, video, and/or film in which I appear while participating in the NCESGPC, and grant my permission for transfer, publication, or use of these images without limitations or reservations.

This contract shall be legally binding on me, my estate, heirs, assigns, legal guardians, and personal representatives. In the event that any provision of this contract shall be held to be invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

I HAVE READ AND UNDERSTAND THE ABOVE. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

Name of Participant (print) _____
Signature of Participant _____
Address of Participant _____
Telephone Number of Participant () _____ Date _____
Signature of Parent _____ Date _____
Emergency Contact _____
Relationship _____
Telephone Number _____ Alternate Number _____

Camera Shy Request: I do not give permission for myself to be photographed, videotaped or filmed participating in NCESGPC, or their image or their name transferred, published or used in publications or websites. I request a “Camera Shy Tag” for myself during the NCESGPC and request that every effort is made to honor this request.

Initial: _____