



School Code _____

May 30 – June 1, 2019

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

Parental Release and Waiver of Liability & Acknowledgement of Rules and Regulations Concerning Child Athlete

I am the parent or legal guardian of _____ (“my child”). I consent to my child’s attendance and participation in the *Nassau County Empire State Games for the Physically Challenged (NCESGPC)* to be held at a Nassau County facility (the *NCESGPC*). In consideration of my child’s participation in the *NCESGPC* I state and agree that:

Statement of Ability to Participate in NCESGPC — My child is fully capable of and physically able to participate in the *NCESGPC*, and any other related activities including activities not yet contemplated. If my child develops a condition that might hinder his or her safe participation in the *NCESGPC* I will discontinue my child’s participation in the *NCESGPC*.

Acknowledgement of Risk and Chance of Severe Injury — I understand that the activities of sports generally and the *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 a participant’s 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 participation in the *NCESGPC* may lead to the injury, permanent disability, or even death.

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 child’s 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 child’s 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 child’s participation in the *NCESGPC*.

Rules and Regulations – I have read and discussed with my child the “*Rules and Regulations*” and any other applicable guidelines promulgated by the Nassau County Parks Department Commissioner and the *NCESGPC* and agree that I and my child will abide by these. I agree that I will not allow my child to enter a field or use a piece of equipment that I believe is unsafe, and that I will immediately report these conditions to a coach or supervisor. I understand that I and my child must 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. **Both my child and I understand that violence and physical altercations are strictly prohibited.** I understand that my child may be discharged from the *NCESGPC* if a Parks Department or County representative determines that he or she has violated any term of this paragraph, and that neither the Parks Department nor County is responsible for any fees I may have paid in connection with my child’s 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 or my child appear while participating in the *NCESGPC*, and grant my permission for transfer, publication, or use of these images without limitations or reservations.

Consent to Emergency Medical Care - As parent or legal guardian, I authorize the Parks Department or one of its staff to obtain medical treatment for my child as may be necessary.

This contract shall be legally binding on me, my child, 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.

In the event that this agreement is executed by one parent (or guardian), the undersigned acknowledges that he/she is also acting as the agent of the other parent (or guardian) with authority to enroll his/her child in the NCESGPC and to execute this agreement on his or her behalf.

I have read the Agreement above, and understand and accept its terms and conditions. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

Child’s Name _____
Child’s Address _____
Name of Parent or Guardian (please print) _____
Email _____
Parents Address (if different) _____
Signature of Parent or Guardian _____ Date _____

Emergency Contact Information

Name: _____ Relationship: _____
Telephone Number _____ Alternate Telephone Number _____
Name: _____ Relationship: _____
Telephone Number _____ Alternate Telephone Number _____

Camera Shy Request: I do not give permission for my child 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 my child during the **NCESGPC** and request that every effort is made to honor this request.

Initial: _____