

## Spring Cup 2017 KEEPER WARS – PARTICIPANT RELEASE

### **Please Read Carefully, Sign and Return to SSGSL**

For purposes of this “Participant Release” document, “**Event**” means, collectively, the tournaments, league play and practice sessions held at the Silver State Facility in Las Vegas, NV, including, but not limited to, any and all transportation to, from and between Event locations, all product testing at the Event, and all other activities related to the Event and to my participation in the Event. In consideration of the opportunity to participate in the Event, I, the undersigned participant, acknowledge and agree that:

1. **ELIGIBILITY.** I understand and agree that if I am a student-athlete I am responsible for my own collegiate eligibility and/or amateur standing. I am aware of, and agree to comply with, all rules, regulations, and bylaws of my state association and of any national federation responsible for administering or regulating interscholastic athletics, and of the NCAA or other regulatory authority, that may be applicable to my participation in the Event. I understand the consequences of any failure to comply with such rules, including but not limited to, loss of my eligibility to participate in future athletic contests in any sport at the high school, collegiate or other level. **I understand that SSSL may offer a gift of nominal value to participants in the Event, and I agree to decline any such gift if I am subject to NCAA or other regulations that would restrict me from receiving it; however, I understand it is acceptable to receive a commemorative t-shirt.**

2. **ASSUMPTION OF RISK.** Participation in or attendance at the Event involves inherent risks and dangers of accidents, personal and bodily injury (including death) and property loss or damage. These may result from my own actions or inactions, as well as the actions or inactions of others, the rules of play, and the condition of the facilities and equipment. Further, there may be other risks not known to me and not reasonably fore seeable at this time. I have considered the nature and extent of the risks involved, and I voluntarily choose to assume all such risks, both known and unknown, even those risks that result from the negligence of the Released Parties (defined below) or others and assume full responsibility for my participation in the Event. I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care. I further agree to pay all costs associated with such medical care and to indemnify and hold harmless the Released Parties from any costs or claims arising from such medical care.

3. **RELEASE FROM LIABILITY.** I, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge SSSL and the affiliates and subsidiaries and their respective officers, directors, shareholders, employees, agents, representatives, contractors, successors, assigns, and insurers, all Event sponsors, advertisers, volunteers, and staff, and all owners or lessors of premises used in connection with the Event (**collectively the “Released Parties”**) from any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property relating in any way to the Event, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.

4. **OWNERSHIP.** I understand that the Event may be photographed, videotaped, or otherwise recorded, and I agree that SSSL shall be the exclusive owners of the results of such

photographing, videotaping and/or recording with the right, throughout the world, in perpetuity, to register for copyright, to use and to assign and/or license others to use all or any portion of the results thereof (or a reproduction thereof), in all media and in any manner now known or hereafter developed, in connection with the Event or otherwise, without any additional consideration to me or to any third party. I further agree that NOMADS may use my name, voice and likeness (in any form and without regard to distortions of character, form or color, or any other alteration) in photographs, videotapes, audiotapes, and all other media now known or hereafter developed, throughout the world, for an unlimited number of times, in perpetuity, in connection with the Event or otherwise, without any additional consideration to me or to any third party.

5. **LICENSE TO USE COMMENTS, FEEDBACK AND IDEAS.** I hereby grant to SSSL and its affiliates and subsidiaries a perpetual license to use all comments, feedback and ideas I may share with them, without notice, compensation or acknowledgement to me, for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.

6. **ARBITRATION.** In the event of any dispute between me and any of the Released Parties (defined above), such dispute shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (but not its Procedures for Large, Complex Commercial Disputes). The decision of the arbitrator shall be final and binding upon all parties, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction.

**I have read this Participant Release, fully understand and agree to its terms, and understand that I am giving up substantial rights by signing it. I sign this Participant Release freely and voluntarily, without any inducement, coercion, assurances, guarantees or warranties, expressed or implied, being made to me, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

I certify that:

I am over the age of majority (18 years of age or older in most states), or I have my parent's or legal guardian's consent as indicated below.

TEAM NAME \_\_\_\_\_ AGE DIVISION \_\_\_\_\_

\_\_\_\_\_  
PARTICIPANT NAME

\_\_\_\_\_  
DATE SIGNED  
ADDRESS

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

IF THE PARTICIPANT IS A MINOR, THE PARENT OR GUARDIAN SHOULD READ AND SIGN BELOW:

I am the parent or legal guardian of the above-named participant, and I agree that the participant may take part in the Event. On behalf of the participant, I hereby irrevocably and unconditionally agree to all of the terms of this Participant Release and guaranty performance by the participant of any and all obligations under such Participant Release. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge the Released Parties (defined above) from any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.

\_\_\_\_\_  
PARENT OR GUARDIAN SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE SIGNED

