

## **Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement For Participants**

### **READ BEFORE SIGNING**

For and in consideration of Buffalo Kensington Lions Club Inc a/k/a Kensington Lions Club a/k/a 716 Select Softball & Baseball Inc. (hereafter referred to as "The Sponsors") allowing me, named below, to participate in any manner in the All-star football game to be held on July 22, 2026 and all related practices and other activities leading up to such event (collectively, the "Event"), I, for myself, and on behalf of my guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement"):

I acknowledge that the risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) to me from the activities involved in this Event are significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist.

I confirm that I have participated in one of the following: Boys Full Contact Varsity High School football; Girls Title IX Flag Football; High School Cheerleading and I am a skilled and experienced player. I accept on behalf of myself, my heirs, next of kin, personal representatives and estates, that I assume the risks incidental to such participation in the Event and acknowledge those risks include, but are not limited to, bodily injury, fractures, muscle injuries, spinal cord injuries, closed head injuries, bruises, contusions and lacerations, disfigurement, paralysis, dental injuries and death from the trauma associated with participation in the Event.

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES or others, and assume full responsibility for my participation in the Event.

I confirm that I am in good health and in proper physical condition to participate in the Event and have no condition which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event. I willingly agree to comply with the Event's stated and customary terms and conditions for participation. If I experience any unusual or significant concerns in my readiness for participation in the Event, I will remove myself from participation and notify the Game Chairman immediately.

I understand that these risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.

I understand that I am required to be familiar with and to abide by the Rules and Regulations established for the benefit and safety of all participants in the Event. I accept sole responsibility for my conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

I understand that The Sponsors have the right to disqualify anyone or deny participation in the Event for any reason they deem just and proper in their sole discretion.

I, for myself, and on behalf of my heirs, next of kin, personal representatives and estate, HEREBY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS The Sponsors Lockport City School District & Lockport High School, City of Buffalo & Johnnie B Wiley Sports Pavilion, Orchard Park High School, West Seneca Central Schools, North Tonawanda City School District, , UB Ortho and Sports Medicine and their parent, related and affiliated companies, its directors, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the Event and all preparation activities (the "Released Parties"), from any and all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation in the Event, with respect to any and all injury, illness, disability, death, or loss or damage to person or property incident to my involvement or participation in the Event, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law.

Further, I authorize the All-Star Football Game, 716 select Softball & Baseball Inc. and their successors and/or assigns, the irrevocable right and permission to film, video or photograph me or by any electric or telecommunication format. I further authorize that the Kensington Lions Club may use and license others to use, reproduce, distribute, exhibit in pamphlets, advertisements, newspapers, magazines, the worldwide web or other social media platform, for any purpose including, but not limited to, training, educational, promotional and charitable causes without further permission or compensation and to secure copyrights and other intellectual property rights in all originals, reproductions or prints and televise my physical picture, silhouette and other reproductions of my physical likeness and voice as a result of participation individually and as a part of team practice or game participation.

**I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Print Name of Participant: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Date Signed: \_\_\_\_\_