

NEW YORK CITY PUBLIC ULTIMATE LEAGUE AND BROOKLYN NORTH ULTIMATE WAIVER AND RELEASE

NEW YORK CITY PUBLIC ULTIMATE LEAGUE/BROOKLYN NORTH ULTIMATE PERMISSION AND RELEASE:

Waiver Agreement and Terms of Service *These terms of service may not be modified. In consideration of being allowed to participate in any way in the Brooklyn North McCarren Park Ultimate season and any of its related events and activities, and understanding that such participation is prohibited without this agreement (this "Agreement"), the undersigned has read, acknowledges and agrees to the following:

1. I will comply with the stated and customer terms and conditions and player guidelines for participation. If, however, I observe any unusual and/or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official or captain immediately.
2. I acknowledge and fully understand that I will be engaging in activities that involve risk, including without limitation risk of serious injury or other harm that could occur to me or others, including permanent disability or death, and subsequent severe social and/or economic losses which may result not only from my own actions, inactions or negligence but from the action, inaction or negligence of others, the rules of play, the condition of the fields, the equipment used and the neighborhoods in which the fields are located. These risks include, but are not limited to, the possibility of accident, injury, harm or illness while traveling to and from events as well as any accident, injury, harm or illness arising out of participation in the physical activity involved with the league games. I accept and voluntarily incur all such risk and I accept personal responsibility for any and all damages to myself or others following any injury, permanent disability or death.
3. I knowingly and freely assume all such risk, both known and unknown, even those arising from the negligence or willful misconduct of others, and assume full responsibility for my participation.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, waive all claims and agree to hold harmless the organizers of the New York City Public Ultimate League and Brooklyn North McCarren Park Ultimate league and their respective officers, affiliates, insurers (if any), officials, organizers, captains, agents, other participants, sponsors, and lessors of premises used to conduct the games (all of which are hereinafter referred to as "releasees"), with respect to any and all injury, disability, death or loss or damage to person or property (each, a "Claim"), whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law. Furthermore, I will indemnify, defend, save and hold harmless the releasees of, from and against any loss, cost, expense, damage or liability that such releasees may incur (including without limitation any attorneys' fees, or other costs or expenses) as a result of, arising from or in connection with (1) my own negligence or willful misconduct, and (2) any Claim.
5. I have read this Agreement, fully understand its terms and understand that I have given up substantial rights by agreeing to it and agree to it freely and voluntarily. 6. I hereby represent and warrant that I have reached or exceeded the age of eighteen (18) and that I am not subject to a limitation on my ability to enter into this Agreement.

SIGNED: _____ DATE: _____

EMAIL: _____ CELL PHONE _____