

MARQUETTE MOUNTAIN

VOLLEYBALL RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I, _____, am at least 18 years old and aware that volleyball, special events and all other activities (hereinafter collectively "Activity") are HAZARDOUS and involve many RISKS and DANGERS including, but not limited to: slip and falls, illness, premises defects, dangerous conditions of property, facilities, or equipment, collisions and/or contact with other people, rock, sand, earth, animals, objects, or structures, changes in weather conditions, variation in terrain, negligence of other individuals, negligence of spectators, and, negligence on the part of Marquette Mountain, its employees, owners, officers, representatives, directors, shareholders, members, agents, volunteers, successors, subsidiaries, related entities, vendors, and all persons/companies connected with the Activity, and other risks, dangers, and hazards, any of which may result in personal injuries including paralysis, brain damage, illness, death, and/or property damage. I am aware that risks, dangers and hazards that may involve physical injury or death, including those referenced above, exist throughout Marquette Mountain and the Activity and that many are unmarked.

In consideration of Marquette Mountain accepting my participation in the Activity at Marquette Mountain, I HEREBY EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH MY PARTICIPATION IN THE ACTIVITY AT MARQUETTE MOUNTAIN, INCLUDING BUT NOT LIMITED TO THE POSSIBILITY OF PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE. _____(Initial here).

ADULT/PARENT/GUARDIAN: In further consideration, I hereby **Release, Hold Harmless, Indemnify and Defend** Marquette Mountain Resort, LLC (dba Marquette Mountain), Marquette Mountain Properties, LLC, and their affiliates, employees, owners, officers, representatives, directors, shareholders, members, agents, volunteers, successors, subsidiaries, related entities, and vendors (collectively "Marquette Mountain") from any and all claims, actions, losses, suits, damages, and allegations, including claims or actions brought by a minor, and claims related to or arising from incidents that occurred prior to, on and/or following the date of this release, including, but not limited to: allegations of negligence, including the negligence of Marquette Mountain, breach of contract, breach of any statutory duty or other duty of care and breach of express or implied warranty. I further agree to **Indemnify, Hold Harmless and Defend** Marquette Mountain from any damage, costs or expenses, including actual attorney fees and costs, without limitation, which Marquette Mountain may sustain in relation to or arising out of my participation in the Activity at Marquette Mountain. _____ (Initial here).

I consent to and authorize the taking of photographs and/or videos during my visit to Marquette Mountain. I authorize use of the photos/videos in advertising, displays, web sites, electronic media, brochures, or publications without notification. I waive any and all rights to privacy in the photos/videos, the right to approve the finished photos/videos, printed or electronic matter and the right to arising from or related to the use of the photos and/or videos. _____(Initial here).

I recognize that situations may arise where emergency or emergent medical or dental care may be necessary for me. I authorize Marquette Mountain to render first aid and to call for medical and/or dental care if, in their opinion, such medical or dental care is needed. I agree to pay for all expenses and costs associated with such care and related transportation.

I understand this **Release of Liability, Indemnity and Medical Authorization Agreement** ("Agreement") shall be binding upon my assignees, subrogors, distributees, heirs, next of kin, executors, personal representatives and administrators and may be pled by Marquette Mountain as a complete bar and defense against any and all claims, demands, or causes of action by or on my behalf. Any provision of this Agreement which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect. I acknowledge that this activity is taking place in the State of Michigan and I further agree that only the laws of the State of Michigan shall apply in the construction or application of this Agreement.

I HAVE READ THE FOREGOING AGREEMENT, UNDERSTAND ITS CONTENTS AND THAT IT IS A CONTINUING RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. I HAVE THE AUTHORITY TO ENTER INTO IT ON MY BEHALF. I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

I have read the 2020 Rules as posted at the Tbar and on our website and agree to follow them throughout the season.

Name of Participant (if over 18 yrs old)(Please Print)

Signature of Participant (if over 18 yrs old)

Date

Team Name: _____