



SPORTS PARTICIPATION WAIVER / HOLD HARMLESS

Release of all claims (must be signed to participate)

Event/Activity: _____ **Event Dates:** _____ **Event Host:** _____

Participant Name: _____ **Birthdate:** _____

Adult Participant/Parent Contact Information

First Name: _____ **Last Name:** _____

Phone: _____ **Email:** _____

Address: _____

As lawful consideration for me and/or my child or ward being permitted to participate at Morven Park and/or in the Morven Park leagues, clubs, tournaments, camps, or clinics I hereby attest that, after reading this Waiver and Permission Form completely and carefully, I acknowledge that participation in the Event/Activity by me and/or my child or ward is entirely voluntary, and that I understand and agree as follows:

On my own and/or my child or ward’s behalf, and on behalf of my and/or my child or ward’s heirs, executors, administrators and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined below) of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my or my child or ward’s participation in the Event and/or any such activities, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such liabilities, claims, actions, damages, costs or expenses including, but not limited to, all attorneys' fees and disbursements up through and including any appeal. I understand that this release and indemnity includes any claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me or my child or ward either before, during or after such participation in the Event/Activity.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I hereby certify that I and/or my child or ward are physically fit and have the skill level required for participation in the event and/or any such activities specified above or other activities conducted in conjunction therewith (the “**Event/Activity**”), and I have not been advised otherwise. In connection with any injury sustained or illness or medical conditions experienced during my or my child's or ward's attendance in connection with the Event/Activity, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my or my child's or ward's behalf. Additionally, I further authorize medical treatment for me or my child or ward, at my cost, if the need arises; however, I acknowledge that the Released Parties shall have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment. For the purposes hereof, the “**Released Parties**” are Westmoreland Davis Memorial Foundation, Inc. its masters, officers, directors, members, employees, volunteers, or guests or any landowners, landholders or the persons making Morven Park property available to users (hereinafter “**MORVEN PARK**”); the Event Host referenced above; all Event sponsors, and each of their respective parent, subsidiary, affiliated or related companies, and the officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers of each of the foregoing entities. I agree to abide by all laws, the posted Rules and Regulations of Morven Park, and guidelines regulating the conduct of the sports activity, league, tournament, camp or clinic.

I FURTHER UNDERSTAND THAT SPORTS INVOLVE PHYSICAL CONTACT BETWEEN PLAYERS, THAT SERIOUS ACCIDENTS OCCASIONALLY OCCUR DURING SUCH SPORTING ACTIVITIES, AND THAT PARTICIPANTS IN SUCH SPORTING ACTIVITIES OCCASIONALLY SUSTAIN SERIOUS PERSONAL INJURIES (INCLUDING DEATH) AND/OR PROPERTY DAMAGE, AS A CONSEQUENCE THEREOF, KNOWING THE RISKS OF PARTICIPATION, NEVERTHELESS, I HEREBY AGREE TO ASSUME THOSE RISKS AND TO RELEASE AND HOLD HARMLESS MORVEN PARK AND THEIR AGENTS, AND SPONSORS WHO (THROUGH NEGLIGENCE OR CARELESSNESS) MIGHT OTHERWISE BE LIABLE TO ME (OR MY HEIRS OR ASSIGNS) FOR DAMAGES.

EQUIPMENT AND FACILITIES INSPECTION: I agree that before I and/or my child or ward participates in any activity conducted in conjunction with the Event/Activity, I or my child or ward will inspect the related facilities and equipment. I, or my child or ward if I am not in attendance at the Event/Activity, will immediately advise the Event manager of any unsafe condition that I, or my child or ward if I am not in attendance at the Event/Activity, observe. I and/or my child or ward will refuse to participate, in the Event/Activity until all unsafe conditions observed by me, or my child or ward, have been remedied. I understand and agree that I am solely responsible for the mechanical and/or operating condition of any and all sporting equipment I and/or my child or ward use, and I agree to continuously inspect and maintain that equipment, even if I and/or my child or ward have obtained any of the equipment from MORVEN PARK, their agents and/or sponsors.

PUBLICITY RIGHTS: I further grant the Released Parties the right to photograph and/or videotape me and/or my child or ward and further to display, use and/or otherwise exploit my and/or my child or ward’s name, face, likeness, voice, and appearance, in all media in all forms including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, including, without limitation, publication of Event results and standings, without compensation, reservation or limitation.

GOVERNING LAW: This Waiver and Permission Form shall be governed by the laws of the Commonwealth of Virginia, and any legal action relating to or arising out of this Waiver and Permission Form shall be commenced exclusively in the Circuit Court of Loudoun County, Virginia (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in such county and having subject matter jurisdiction), and I specifically waive the right to trial by jury. I certify I am 18 years of age or older and, if I am executing this Waiver and Permission Form on behalf of myself or my child or ward, the information set forth above pertaining to my child or ward is true and complete.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND MORVEN PARK THEIR AGENTS AND SPONSORS, AND I HAVE SIGNED IT OF MY OWN FREE WILL. The USER’s signature hereby indicates his/her agreement to obey all rules set forth by MORVEN PARK and allows Morven Park to use this information in mailings. This information will not be sold or shared.

Date Print Name of Participant/Parent or Guardian
(Parent or guardian must sign for those under 18 years of age)

Signature of Participant/Parent or Guardian