

DS/USA INSURANCE WAIVER & RELEASE OF LIABILITY FORM and MEDIA RELEASE FORM

Please note: there are two places on this sheet that require a signature

DS/USA INSURANCE WAIVER & RELEASE OF LIABILITY FORM

In consideration of being allowed to participate in any way in **DISABLED SPORTS USA's** and **BRETTON WOODS ADAPTIVE, INC.'S** programs, related events, and activities, I and/or the minor participant, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, the undersigned:

1. Agree that prior to participating, I will inspect, or if a parent and/or legal guardian I will instruct the minor participant to inspect, the facilities and equipment to be used, and if I believe, to the best of my ability, that anything is unsafe, I and/or the minor participant will immediately advise **BRETTON WOODS ADAPTIVE, INC. AND DISABLED SPORTS USA** of such condition(s) and refuse to participate.
2. Acknowledge and fully understand that I and/or the minor participant, will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result only from my own actions, inactions or negligence of others, the rules of play, or the condition of the premises or any equipment used. Further, that there may be other risks not known to me or not reasonably foreseeable at this time.
3. Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.
4. Release, waive, discharge and covenant not to sue **DISABLED SPORTS USA, BRETTON WOODS ADAPTIVE, INC.** or its affiliated clubs, their representative administrators, directors, agents, coaches, and other employees of the organization, other participants, sponsoring agencies, sponsors, advertisers, their heirs, and if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

X _____
Participant's Name (PLEASE PRINT CLEARLY) Signature Date

FOR PARTICIPANTS UNDER THE AGE OF 18

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

X _____
Parent's Signature & Emergency Phone Name & Date (PLEASE PRINT CLEARLY)

MEDIA RELEASE FORM

Name _____ Age _____ Male _____ Female _____
(PLEASE PRINT CLEARLY)

MEDIA/PHOTO WAIVER: I hereby authorize and give my full consent to **Disabled Sports USA, BRETTON WOODS ADAPTIVE, INC.** and **MOUNT WASHINGTON RESORT** to copyright and/or publish any and all photographs, videotapes and/or film in which I appear while attending this **DS/USA** event. I further agree that **DS/USA, BRETTON WOODS ADAPTIVE Inc, or MOUNT WASHINGTON RESORT** may transfer, use or cause to be used, these photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, and television programs without limitations or reservations.

X _____
Signature of Participant/Guardian Date