

FairFest 3on3 Basketball Tournament

INSTRUCTIONS:

PRINT CLEARLY

- 1. All participants must complete Part "A".
2. Participants under age 18 must also have parent or guardian complete and sign Part "B".

That which applies to Snohomish County also applies to Stars Unlimited.

PART "A" - WAIVER & RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to enter any Snohomish County Property or being permitted to complete, officiate, observe, work for or for any purpose participate in any way in the event or activity, EACH OF THE UNDERSIGNED, for themselves, or their personal representatives, heirs, and next of kin, acknowledges, agrees and represents that they have, or will immediately upon entering any of such County areas, and will continuously thereafter, inspect such County areas and all portions thereof which they enter and which they come in contact, and they do further warrant that their entry upon such County area or areas and their participation, if any in the event or activity constitutes an acknowledgment that they have inspected such County area and that if, at any time, they are in or about these areas and they feel anything to be unsafe they will immediately advise the officials of such and will leave the unsafe area(s):

- 1. HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE Stars Unlimited or Snohomish County and or any of its elected or appointed officials, officers, employees and agents all for the purposes herein referred to as "County", from all liability to the undersigned, their personal representatives, assigned heirs or next of kin for any and all loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of County or otherwise while the undersigned is in or upon or crossing the area, and/or competing, officiating in, observing, working for, or for any purpose participating in the event.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS tStars Unlimited and the County from any loss, liability, damage, or cost it may incur due to the presence of the undersigned in or upon the area or in any way competing, officiating, observing, or working or any purpose participating in the event and whether caused by the negligence of the County or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of Stars Unlimited and the County or to otherwise while in or upon the area and/or in preparation for, during or after competing, officiating, observing, or working for or for any purpose participating in the event.
4. EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities at the event and in the areas are dangerous and involve the risk of serious injury and/or death. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver and indemnify agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
5. HEREBY AGREES that in the unlikely event that the event is canceled due to air quality or extreme weather or other, all payments are non-refundable and will go toward future Stars Unlimited endeavors.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

This waiver, release and indemnification agreement specifically embraces each and every event or activity sanctioned, authorized or promoted by Stars Unlimited during the entire season and applies to each and every event or activity herein above mentioned, and has the same effect as if executed after each and every event or activity in which the undersigned participants so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event or activity hereinabove described.

Please Print Clearly

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Emergency Phone Number: \_\_\_\_\_

Part "B" - PARENT/GUARDIAN WAIVER - RELEASE FROM LIABILITY

If participant is under 18 years of age, the parent(s) or guardian(s) must execute, in addition to the above, this additional waiver and remain on site while applicant is participating. The undersigned, \_\_\_\_\_ referred to as the parent(s), natural guardian(s) or legal guardian(s) of \_\_\_\_\_, does thereby represent that he/she (they) is (are), in fact, acting in such capacity and agrees to save and hold harmless and indemnify Snohomish County, its elected and appointed officials, officers, employees, and agents from all liability, loss, cost, claim or damage whatsoever may be imposed upon the County because of any defect in or lack of such capacity to so act and release County on behalf of the undersigned.

\_\_\_\_\_ Name \_\_\_\_\_ Relationship to Minor \_\_\_\_\_