



QUARTERBACK FARM (QBF) ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY

In consideration of the use of the property, facilities and/or services of the QBF, the undersigned agrees as follows:

- 1. Risk Factors** – The undersigned understands and acknowledges that the use of equipment and facilities provided by QBF and participation in the program involves risks including, but not limited to the following: risk of property damage, bodily injury, including but not limited to permanent disability, paralysis, and possibly death. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care.
- 2. Assumption of Risk** – The undersigned voluntarily assumes all risks that may arise out of or result from the use of the equipment or facilities, and/or participation in the QBF program, including those risks described in Section 1 above. Exception being any injuries caused by the gross negligence or willful or wanton misconduct of any officials, officers, employees, agents or volunteers of QBF.
- 3. Acknowledgement of Policies and Procedures** – The undersigned acknowledges reading and knowing all policies and procedures relating to the activities, facilities, and/or equipment and understands that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures. The undersigned agrees to comply with and abide by all rules and regulations of QBF. The QBF staff reserves the right to revoke or terminate the undersigned's privileges for any violations of the rules and regulations of QBF or for any violations of the policies and procedures relating to the activities, facilities, and/or equipment of QBF.
- 4. Indemnify and Defend** – The undersigned hereby releases, waives, indemnifies and holds QBF and all of their officers, trustees, directors, employees, and agents (hereinafter referred to as "indemnity") harmless from any and all claims, causes of action, suits, liability, losses, or damages for any property damage, property loss or theft, personal injury, death or other loss arising from or relating to the undersigned's use of the property, facilities, and/or services of QBF.
- 5. Prerequisite Skills** – The undersigned acknowledges that he or she has the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment, facilities, and to participate in the QBF camp. The undersigned agrees that if he or she has any questions as to what skills, qualifications, or training is necessary to properly use the equipment, facility, or participate in the QBF camp itself, then he or she shall direct all such questions to the appropriate Staff Member on site.
- 6. Waiver** – The undersigned waives the protection afforded by any statute or law in jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
- 7. Pay** - The undersigned agree to pay for any and all damages to any property or indemnity caused by the undersigned negligently, willfully or otherwise.
- 8. Representatives** – The undersigned enters into this agreement for him/herself, his/her heirs, assignees and legal representatives.
- 9. Consent for Emergency Treatment** – The undersigned, as participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
- 10. Consent to Use of Picture or Likeness** – The undersigned agrees to allow QBF to use any pictures taken of the participant in any likeness whatsoever for purposes of QBF advertising, including but not limited to brochures, marketing advertisements and any other QBF generated document. Participant agrees to hold QBF harmless for use of all such said documents
- 11. Insurance** – The undersigned understands that QBF may not carry participant insurance and that the undersigned will be solely responsible for any medical, health or personal injury costs relating to the undersigned's use of the property, facilities and/or services of QBF. The undersigned is encouraged to have a medical physical exam and purchase health insurance prior to any and all participation.
- 12. Jurisdiction** – The Assumption of Risk, Waiver, and Release from Liability Agreement shall be governed in all respects by the laws of the State of Illinois. The parties agree to use the State of Illinois for Jurisdiction and the County of DuPage as Venue for any disputes between the parties.
- 13. Severability** – If any term, clause, or provision of this document is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws in effect during the term thereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

Acknowledgment – The undersigned acknowledges having read and fully understanding this Agreement and realizes he/she is surrendering and releasing valuable legal rights and does so freely and voluntarily.

PrintedName _____ Signature _____ Date _____

Consent and Release on Behalf of Minor : I am the parent or legal guardian of the above named minor. I have read and understand the above before mentioned Agreement and realize it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the Agreement. I also give my consent to the participation in the activity of the minor.