

FRENCHTOWN CHARTER TOWNSHIP

WAIVER AND RELEASE OF LIABILITY

In consideration for the opportunity to participate in a sponsored activity by Frenchtown Charter Township (Recreation Department) on Township premises, participant hereby agrees to the following Waiver and Release of Liability (Agreement):

1. Waiver and Release of Liability: My participation in the sports activities on the Premises is voluntary and subjects me to the possibility of physical injury (which could be minimal and/or serious,) and loss of or damage to my property (collectively, Risks). Accordingly, I agree to the following:

A. I hereby release and hold harmless the Township, whose address is, 2744 Vivian Road, Monroe, MI 48162, as well as its officers, directors, employees, agents, volunteers, and contractors (collectively, Releasees) from any claim, demand, loss, liability, damages, attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees.

B. I recognize the physical exertion involved in participation in the activity and attest and certify that I am physically fit to compete safely, and I have not been advised otherwise by a health care professional.

C. I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my use of the Premises, including those sustained on the Premises where the sports activities are conducted and while I am traveling to and from such premises.

2. General Provisions:

A. I hereby expressly agree that this Agreement shall be governed and construed according to the laws of the State of Michigan and jurisdiction as to any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be Monroe County, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such court.

B. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the participant and the Township.

C. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

D. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns.

I have read and understand this Agreement and by signing below indicates my agreement with its terms.

Player's signature and date

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