



Athletic Participation Waiver

In consideration of being permitted to participate in any way in any CelticFest MS activity ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. I FULLY UNDERSTAND that: (a) ATHLETIC ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE 'RELEASEES' NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Celtic Heritage Society (CHS), related affiliated and subsidiary companies of each, as well as the officers, directors, agents, employees and assigns of each, and the CHS's Associations, clubs, coaches, officials, administrator, members, volunteers, participants, sponsors, advertisers, and if applicable owners and lessors of premises on which the Activity takes place, and any other party indemnified and held harmless by the CHS (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, NEGLIGENT SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

4. Except as otherwise agreed to by CHS in writing, I hereby release and forever discharge CHS from any and all liability claims, demands, and causes of action whatsoever that may arise on account of any first aid or other medical treatment rendered during my participation with CHS and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with CHS.

5. I understand that my participation with CHS and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with CHS may include activities that may be hazardous to me. I further recognize and understand that such participation may involve certain inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in the activities and release CHS from all liability for injury, illness, death, and/or property damage that may result.

6. I do hereby grant and convey unto CHS rights, titles, and interest in and to any and all photographic images and video or audio recordings made by or on behalf CHS, or made with its consent, during my participation in CelticFest MS and/or any project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with CHS, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

7. I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law and that this Release shall be governed by and interpreted in accordance with the laws of this state, county, city and/or township. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release.

Printed Name Participant _____ Date _____

Signature Participant (or Parent if minor) _____