

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND HOLD HARMLESS AGREEMENT
(this document will be referred herein as, "Agreement")

Event: The New Jersey Knights of Columbus/Catholic Charities Diocese of Paterson TANK PULL for Military Combat Wounded and Veterans.

Place: Clifton, New Jersey

Please Review Event Rules Prior to Participating in the TANK PULL

PRINT TEAM NAME: _____

In consideration of participating in the New Jersey Knights of Columbus/Catholic Charities Diocese of Paterson (hereinafter referred to as "NJ Knights of Columbus/Catholic Charities Diocese of Paterson") TANK PULL ("Activity"), (1) I represent that I understand the nature of TANK PULL events (which is, most generally, pulling a very heavy tank of a very heavy trailer b myself and/or with others in a contest that includes how fast this very heavy object can be pulled and/or how few people can pull this very heavy object), and that I am qualified, in good health, and in proper physical condition to participate in such "Activity." I acknowledge that if I believe event conditions are unsafe, if I don't feel well at the time of the "Activity," and/or if I decide not to undergo the risks of this "Activity" and/or this "Agreement," that I will immediately discontinue participation in the "Activity;" (2) I fully understand TANK PULL events involve risks of serious bodily injury, including, permanent disability, paralysis and death, which may be caused by my own actions or inactions, those of others participating in the "Activity," the conditions in which the "Activity" takes place or the negligence (also the palpably unreasonable actions/inactions) of the "releases" named below, and that there may be other risks either not known to me or not readily foreseeable at this time; (3) I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the "Activity;" (4) I hereby release, discharge, and covenant not to sue Knights of Columbus, New Jersey Knights of Columbus, all Knights of Columbus (individually and collectively), Catholic Charities Diocese of Paterson, the City of Clifton, NJ Veterans Home of Paramus, as well as any other sponsor, coordinator and/or organizer, as well as its/their respective administrators, directors, agents, officers, volunteers and/or employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the "Activity" takes place, (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 (also the palpably unreasonable actions/inactions) of the "Releasees," and also including negligent (also the palpably unreasonable) rescue operations; (5) I further agree that if, despite this "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 loss, liability, damage, or cost they may incur as the result of such claim; (6) I have read this "Agreement," I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by the law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding shall continue in full force and effect. By my participation in this event, I am granting permission to you to use my name, likeness, voice, and words in television, radio, films, newspapers, magazines, the Internet and any other media, and in any form not heretofore described, for the purpose of advertising or communicating the purpose and activities of NJ Knights of Columbus/Catholic Charities Diocese of Paterson in appealing for funds to support such activities.

IF PARTICIPANT IS 18 YEARS OR OLDER, PLEASE COMPLETE SECTION BELOW:

Signature: _____ Today's Date: ____/____/____

Print Name: _____

Address: _____ City: _____ State: _____ Zip: _____

IF PARTICIPANT IS UNDER 18, PLEASE COMPLETE SECTION BELOW:

Participant's Name: _____ Participant's Date of Birth: ____/____/____

Signature of Parent/Guardian: _____ Today's Date: ____/____/____

Print Name of Parent/Guardian: _____

Address: _____ City: _____ State: _____ Zip: _____