

Waiver of Liability, Release Assumption of Risk & Indemnity Agreement

It is the purpose of this agreement, by the undersigned, to exempt, waive and relieve releases, as defined in the next sentence, from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releases. "Releases" include FishMark L.L.C., The Sandbar & Grill and Long Lake Lights Festival, Inc., its local associations, event hosts, other participants, coaches, officials, sponsors, advertisers, volunteers, and each of them, their officers, directors, agents and employees.

1. I acknowledge that participation in the 6th Annual Memorial "Softball on Ice" Tournament entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite the risks involved. I acknowledge, understand and assume the risks, if any, arising from the conditions and use of created softball fields and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including and cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said field(s), I hereby voluntarily release forever discharge, and agree to indemnify and hold harmless FishMark L.L.C., The Sandbar & Grill and The Long Lake Lights Festival Inc. and HEIRS from any and all claims, demands, or causes of action, which are in anyway connected with my participation in this activity or my use of FishMark L.L.C., The Sandbar & Grill and Long Lake Lights Festival Inc. equipment or facilities, including and such claims which allege negligent acts or omissions of FishMark L.L.C., The Sandbar & Grill and Long Lake Lights Festival Inc.
3. Should FishMark L.L.C., The Sandbar & Grill and Long Lake Lights Festival Inc. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of and medical or physical condition I may have.
5. In the event that I file a lawsuit against FishMark L.L.C., The Sandbar & Grill and Long Lake Lights Festival Inc., I agree to do so solely in the state or Michigan, and I further agree that the substantive law of Michigan shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I will be found by a court of law to have waived my right to maintain a lawsuit against FishMark L.L.C., The Sandbar & Grill and Long Lake Lights Festival Inc. on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant **Printed Name** **Date** ___/___/___

Participants under the age of 18 must have a parent or guardian's signature:

Signature of Parent or Guardian _____ **Date** ___/___/___