Disabled Sports USA Waiver & Release of Liability, and Media Release Agreement

Disabled Sports USA, and its affiliated Chapters ("Released Parties") are non-commercial, not for profit activity providers. The purpose of this agreement is to exempt, waive and relieve Released Parties from any and all liability for wrongful death, personal injury, and property damage, including, but not limited to, liability arising from the negligence of Released Parties. "Released Parties" include Disabled Sports USA , Three Rivers Adaptive Sports and their representatives, administrators, directors, agents, coaches, employees, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

In consideration of the undersigned Participant being allowed to participate in any way in Disabled Sports USA and/or Three Rivers Adaptive Sports related events and activities, the Undersigned ("Undersigned" means the Participant or the Participant's parent, legal guardian, or legal representative when the Participant is under the age of 18 or legally incapacitated) agrees and acknowledges as follows:

1. Risks of Activity. Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include, but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and negligence of the Released Parties. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.

2. Release and Indemnification. Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in the activities, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the activities.

3. Helmet Use. Undersigned agrees that Participant shall use a helmet when participating in the following activities: Alpine skiing, cycling, equestrian, ice hockey, outdoor rock climbing, snowboarding, white water kayaking, white water river rafting, and any other activity when directed by Released Parties. Undersigned understands that a helmet is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the activities can expose the Participant to forces that exceed the limits of protection provided by a helmet. Undersigned agrees to assume full responsibility for complying with this paragraph and that Released Parties shall not be liable for any injury or damages resulting from Participant's failure to use a helmet.

4. Miscellaneous. Undersigned agrees (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this agreement shall be governed by the laws of the State of PA and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Allegheny County, PA; and (c) this agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Participant's Signature	**Participant's Name (please print clearly)**	**Date**

FOR PARTICIPANTS UNDER THE AGE OF 18 OR LEGALLY INCAPACITATED

Undersigned parent, or legal guardian or legal representative acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this agreement. Additionally, by signing this agreement as the parent, or legal guardian or legal representative of a minor or legally incapacitated adult, the parent, legal guardian or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult that the minor or legally incapacitated adult otherwise may have. The Undersigned parent, or legal guardian or legal representative agrees that, but for the foregoing, the minor or legally incapacitated adult would not be permitted to participate in the activities. If signing as the parent, legal guardian or legal representative of a minor or legally incapacitated Participant, signing adults represent that they are a parent, legal guardian or legal representative of the Participant.

Minor's DOB	**Parent/Legal Guardian or Representative Signature**	**Parent/Legal Guardian or Representative Name**	**Relationship**	**Date**

MEDIA RELEASE FORM

MEDIA/PHOTO WAIVER: Undersigned authorizes and gives full consent to Released Parties to copyright and/or publish for public view any and all photographs, digital recordings, videotapes and/or film in which Participant appears. Undersigned agrees that Released Parties may transfer, use, or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations.

Participant's Signature	**Participant's Name (please print clearly)**	**Date**

Parent/Legal Guardian or Representative Signature	**Parent/Legal Guardian or Representative Name**	**Relationship**	**Date**