

SAN DIEGO BADMINTON CLUB RELEASE FORM

In consideration of being permitted to participate in any Club sponsored Activities (Activity), I for myself, my personal representatives, assigns, heirs and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of badminton activities and that I am qualified, in good health and in proper physical condition to participate in Activity.
2. I FULLY UNDERSTAND THAT: (a) Badminton activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death (“Risks”); (b) these Risks and dangers may be caused by my own actions or in actions 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 known to me or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COST AND DAMAGES I incur as a result of my participation in the Activity.
3. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the San Diego Badminton Club, its respective administrators, directors, agents, officers, volunteers and 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 of the “Releasees” or otherwise, including negligent rescue operations, 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, make a claim against 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 costs which may incur as a result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND IT TERMS, 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 LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOTWITSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT.

AND I, THE MINOR’S PARENTS AND/OR LEGAL GARDIAN, understand the nature of Badminton Activities and the minor’s experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I HERBY RELEASE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON THE MINOR’S ACCOUNT caused or alleged to be caused in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operations and further agree that if despite the release, I, the minor, or anyone of the minor’s behalf makes a claim against any of the Releasees named above, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FOR ANY LITIGATION EXPENSES, ATORNEY FEES, LOSS LIABILITY, DAMAGE OR COST THAT MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

The undersigned has read the above waiver and release, and sign it understanding that he/she has given up substantial rights by doing so.

Signature: _____ Date _____

Name of Parent or Guardian: (PRINT) _____

Signature: _____ Date _____

In order to participate in BadmintonUSA sanctioned tournaments and receive the BUSA magazines you must join the BadmintonUSA organization. Applications are available at the Activities Center desk.

San Diego Badminton Club
6135 Syracuse Lane
San Diego CA 92122-3329