

### ~NIETOC PARTICIPATION FORM~ RELEASE, WAIVER AND INDEMNIFICATION OF CLAIMS FOR PARTICIPATION IN NIETOC EVENTS AND COMPETITIONS

I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION.

**Declaration.** I do hereby further declare myself to be physically sound and suffering from no condition, impairment, or other illness that would prevent my participation in the National Individual Events Tournament of Champions' (the "NIETOC") events and competitions. I do further hereby acknowledge and understand that NIETOC does not carry or maintain health, medical or disability insurance for the undersigned and therefore agree to assume responsibility for such insurance coverage on the undersigned.

Acknowledgment and Assumption of Risks. I understand that there may be inherent risks, dangerous conditions, or harmful consequences of my travel to and from, attendance at, and participation in NIETOC's events and competitions. I acknowledge that there are both known and unknown risks in the activities provided and/or sponsored by NIETOC and that there may be unavoidable risks involved in such activities. I hereby agree to expressly and voluntarily assume and accept any and all risks of injury or death related to NIETOC events or competitions.

**Release, Waiver and Indemnification.** In consideration of permission granted by NIETOC to participate in NIETOC events and competitions, and in the addition to any payment of any fees or charges, I do hereby waive, release and forever discharge NIETOC, its officers, agents and employees from all actions, causes of action, damages, claims or demands that we, our heirs, executors, administrators, or assigns may have against NIETOC and the parties named above for all personal injuries or loss of property which I incur by participating in any NIETOC event or competition, whether such injuries are caused by my negligence or the negligence of NIETOC or any of its employees, representatives, or volunteers. I agree to indemnify NIETOC, its officers, agents, and employees and to pay for any costs, attorney fees, or awards that may result from resisting any complaint or lawsuit which I may bring against the above-named parties for any injury or loss I claim to have suffered.

**Compliance with Event and/or Competition Rules.** I agree to abide by all NIETOC rules now in force or that may be adopted in the future, and all directives given to participants pertaining to such participant's participation in NIETOC events or competitions.

**Model Release.** For valuable consideration, I hereby confer on the National Individual Events Tournament of Champions the absolute and irrevocable right and permission with respect to the photographs and video footage that he/she has taken of my minor child in which he/she may be included with others: a) To copyright the same in "NIETOC" or any other name that the organization may select; b) To use, re-use, publish and re-publish the same in whole or in part, separately or in conjunction with other photographs and videos, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion, advertising and trade, and; c) To use my name or my child's name in connection therewith if he/she so decides. d) I hereby waive any right that I may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. I hereby release and discharge "NIETOC" from all and any claims and demands ensuing from or in connection with the use of the photographs, images and videos, including any and all claims for libel and invasion of privacy. This authorization and release shall inure to the benefit of the legal representatives, licensees and assigns of "NIETOC" as well as the person(s) for whom he/she took the photographs and video footage.

# THIS DOCUMENT CONTAINS A RELEASE, A WAIVER AND AN INDEMNIFICATION. READ IT CAREFULLY BEFORE SIGNING IT.

#### PARENTAL CONSENT (To be completed by participant/parents)

We, the undersigned, have read this Release and understand all its terms. We grant permission for the student named below to participate in the NIETOC tournament. We execute it voluntarily and with full knowledge of its significance. WE UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION FOR OUR CHILD AND OURSELVES.

Participant Name:	Birthdate:
Participant Signature:	Date:
Mother's Name:	Father's Name:
Parent/Guardian Signature:	

Date: \_\_\_\_\_

#### SCHOOL CONSENT (To be completed by school officials)

For the duration of the tournament, this student will be under the direct supervision of the following adult individual(s):

## NAME(S):\_\_\_\_\_

TELEPHONE NUMBER(S): \_\_\_\_\_

The student listed above has the express permission of this school/district to participate in the National Individual Events Tournament of Champions.

Name of School/District	State	
X		
Signature of Coach	Date	
x		
Signature of Principal and/or District Representative	Date	