



SOUTHEAST ALABAMA HIGHLAND GAMES

Post Office Box 10553 / Dothan, Alabama 36304 / www.WiregrassHighlandGames.com

In consideration of being permitted to participate in any way in any Southeast Alabama Highland Games activity ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. I FULLY UNDERSTAND that: (a) ATHLETIC ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE 'RELEASES' NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.
3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Southeast Alabama Highland Games (SEAHG), related affiliated and subsidiary companies of each, as well as the officers, directors, agents, employees and assigns of each, and the SEAHG's Associations, clubs, coaches, officials, administrator, members, volunteers, participants, sponsors, advertisers, and if applicable owners and lessors of premises on which the Activity takes place, and any other party indemnified and held harmless by the SEAHG (each considered one of the 'RELEASES' 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 "RELEASES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, NEGLIGENT SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES; 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, makes a claim against any of the Release's, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.
4. Except as otherwise agreed to by SEAHG in writing, I hereby release and forever discharge SEAHG from any and all liability claims, demands, and causes of action whatsoever that may arise on account of any first aid or other medical treatment rendered during my participation with SEAHG and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with SEAHG.
5. I understand that my participation with SEAHG and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with SEAHG may include activities that may be hazardous to me. I further recognize and understand that such participation may involve certain inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in the activities and release SEAHG from all liability for injury, illness, death, and/or property damage that may result.
6. I do hereby grant and convey unto SEAHG rights, titles, and interest in and to any and all photographic images and video or audio recordings made by or on behalf SEAHG, or made with its consent, during my participation in The Southeast Alabama Highland Games and/or any project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with SEAHG, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
7. I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law and that this Release shall be governed by and interpreted in accordance with the laws of this state, county, city and/or township. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release.



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AGREEMENT TO PARTICIPATE

I hereby authorize the SEAHG to allow the reproduction, dissemination and/or publication of my name and likeness for media coverage, public relations, or any other purpose which may involve the use of photographs, films, and/or video tape recording. This is to be done in conjunctions with my participating in this SEAHG event and I understand and agree that I may neither pay a fee to receive individual promotional consideration from my participation in this event, nor will I receive any payment for the possible commercial use of my name or likeness.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS 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 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, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT _____

ADDRESS: _____
(Street) (City) (State) (Zip)

Phone: _____ DATE: _____

Email: _____

PARTICIPANT'S SIGNATURE (only if age 18 or over): _____

MINOR RELEASE: AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF ATHLETIC 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 HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASES 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 "RELEASES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DISPIITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULTS OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GURADIAN: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

Phone: _____ DATE: _____

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): _____

Optional T-Shirt

By competing in the games, you are eligible to pre-order a commemorative games shirt. If you are interested in this offer, please fill out the section below to reserve your shirt. Cost of the shirt will be \$15.00 (\$18.00 2xl and larger). Please include your payment for the shirt when you mail in your application to compete. Cut-off date for pre-ordering shirts is 1 February 2017.

2018 Commemorative Game Shirt: Yes _____ No _____ Size: _____

Mail to:

Please mail your application to:

SEAHG
Athletic Competition
PO Box 10553
Dothan, AL 36304