

Release, Indemnification, and Hold Harmless Agreement

Illinois Senior Games is a program conducted under the authority of Senior Services of Central Illinois, Inc., an Illinois not-for-profit corporation. In consideration of participating in Illinois Senior Games' activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from the negligence of Senior Services of Central Illinois, Inc., Illinois Senior Games, and their affiliates, sponsors, owners, directors, officers, employees, participants, volunteers and all other persons or entities acting for, on behalf of, and in connection with Senior Services of Central Illinois, Inc. and Illinois Senior Games (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, successors, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that participating in Illinois Senior Games' activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or mental conditions that render further participation unsafe, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from Releasees' or my own negligence. This release does not apply to claims arising from intentional conduct. Should Releasees 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 represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so in the State or federal Courts located in the City of Springfield, County of Sangamon, and State of Illinois, and I further agree that the substantive law of the State of Illinois shall apply to any dispute arising under this agreement or otherwise with Releasees.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This agreement shall be construed broadly to provide a release and waiver of liability to the maximum extent permitted by the laws of the State of Illinois.
7. I also attest and verify that I am physically fit and have trained sufficiently for the events I have chosen to enter in the 2024 Illinois Senior Games have not been advised to refrain from participating in any such activities by a qualified medical professional. The Illinois Senior Games Advisory Board has my permission to have a physician attend to me if deemed medically necessary during my participation in the Illinois Senior Games.
8. I hereby give the Illinois Senior Games Advisory Board the absolute right and permission to copyright and/or publish or use photographic portraits of me, in full or in part, or composite or distorted in character or form in conjunction with my own or fictitious name, or reproductions thereof in color or otherwise made through media or advertising trade, or any lawful purpose whatsoever.
9. I agree to abide by an athlete code of conduct which maintains a zero-tolerance policy for cheating, drug use, or otherwise unsportsmanlike or unbecoming behavior. Participant acknowledges by this agreement and by participating in Illinois Senior Games' activities that should his or her conduct violate this code of athlete conduct, Illinois Senior Games may bar him or her from further participation in the event and may require participant leave the premises.

By agreeing to this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me if I were to choose not to sign this release. I have read and understood this document and agree to be bound by its terms as an act of my own free will.

Signature: _____ Print Name _____ Date: _____

Emergency Contact: _____ Relationship: _____ Phone: _____