



PARTICIPANT WAIVER & RELEASE FORM

- **All participants must fill out this entire form.**
- **If participant is under the age of 18, waiver and release form must be signed by a parent or legal guardian.**

PARTICIPANT INFORMATION WAIVER and RELEASE CODE OF CONDUCT

INSTRUCTIONS

("Participants") must read, complete, and sign all three parts of this form.

Part I – Participant Information

- Fully complete the Participant Information.

Part II – Participant Waiver and Release

- Every Participant must read and agree to abide by the terms and conditions of the Waiver & Release.

Part III – Code of Conduct

- Every Participant must read and agree to abide by the Participant Code of Conduct by signing Part III.

Part IV – Acknowledgment and Signature(s)

- Participants age 18 and over: Read and sign indicating that you agree to this Agreement.
- Participants under age 18: Participant and Participant's parent or legal guardian must sign the Acknowledgment.

PART I – PARTICIPANT INFORMATION

PARTICIPANT NAME:	D.O.B.:	AGE:
MAILING ADDRESS:		
CITY:	STATE:	ZIP CODE:
EMAIL:	PHONE:	

Parent or Legal Guardian (if Participant is under 18 years of age)

Name:
Address (if different from Participant's address):
Phone Number:

Emergency Contact (Every Participant must provide Emergency Contact information)

Name:
Address (if different from Participant's address):
Phone Number:

PART II - WAIVER AND RELEASE FROM LIABILITY

Please read and sign below indicating that you understand and agree to the following terms and conditions.

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE NABI, its contractors, assignees, and licensees, the promoters, other participants, operators, officials, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers, employees, and agents (collectively referred to as "NABI and Others") from any and all present or future claims that may be made by the undersigned or the undersigned's personal representative, assigns, heirs, or next of kin, for property damage, personal or psychological injury, pain, suffering, temporary or permanent disability, financial loss, or wrongful death arising from, or as a result of, or in connection with Participant's participation in the NABI-sponsored program or event ("Event"), whether caused by the negligence of NABI and Others or otherwise. By signing below, the undersigned acknowledges that participation in the Event is a potentially dangerous activity. Undersigned further acknowledges that any injuries that Participant may sustain may result from or be compounded by the actions, omissions, or negligence of NABI and Others, including negligent emergency or rescue operations, but notwithstanding that risk, the Participant knowingly and voluntarily participates in the Event with an express understanding of the risks involved and hereby agrees to accept and assume any and all risks of injury, disability, property damage, and/or death arising from the Event, whether caused by the ordinary negligence of NABI and Others or otherwise.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS NABI and Others from any loss, liability, damages, deficiencies, claims, actions, judgments, awards, penalties, fines, attorneys' fees, or costs relating to any claims arising from, or as a result of, or in connection with Participant's participation in the Event. The Undersigned expressly waives and releases any and all claims, now known or hereafter known, against NABI and Others, arising out of or attributable to participation in the Event. Undersigned covenants not to make or bring any such claim against NABI and/or Others, and forever releases and discharges NABI and Others from liability under such claims.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR ALL RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising from, or as a result of, or in connection with Participant's participation in the Event. The undersigned understands and agrees that NABI and Others are not responsible for any injury or property damage arising from, or as a result of, or in connection with the Event, even if caused by the negligence of NABI or Others or otherwise.

4. THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES AT THE EVENT INVOLVE THE RISK OF SERIOUS BODILY INJURY, DEATH, OR PROPERTY DAMAGE. THE UNDERSIGNED IS VOLUNTARILY PARTICIPATING, OR VOLUNTARILY ALLOWING PARTICIPANT TO PARTICIPATE, IN THE EVENT WITH KNOWLEDGE OF THE DANGER INVOLVED AND WITH THE WILLINGNESS TO ACCEPT ALL RISKS OF SUCH PARTICIPATION.

5. The Undersigned consents to receive medical treatment deemed necessary if Participant is injured or requires medical attention during participation in the Event. Undersigned understands and agrees to be solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation and hereby releases, forever discharges, and holds harmless NABI and Others from any claim based on such treatment and/or other medical services.

6. THE UNDERSIGNED EXPRESSLY AGREES THAT THIS release, waiver, and indemnification agreement is intended to be and shall be interpreted, construed, and governed by the laws of the State of Arizona. The undersigned expressly consents to the exclusive jurisdiction and venue of the appropriate state or federal court located in Maricopa County, State of Arizona, over disputes arising under or relating to this release, waiver, and indemnification agreement. The undersigned agrees that this release, waiver, and indemnification agreement is intended to be interpreted as broad and inclusive as is permitted by the law of the State of Arizona, or the law of such other jurisdiction that may adjudicate any dispute arising out of or relating to this Agreement, if other than Arizona, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. THE UNDERSIGNED HEREBY AGREES TO ALLOW NABI AND OTHERS to capture video and photographs and to make other audio, still and video recordings (collectively, "Recordings") of Participant during and in connection with the Event. The undersigned grants to NABI and Others an irrevocable, worldwide, non-exclusive right and license to use Participant's name, image, appearance and likeness, free of charge in any manner and for any purpose, without compensation to Participant or the undersigned, in connection with the Recordings and RELEASES ALL RIGHTS TO ALL RECORDINGS for use, re-use, publishing, re-publishing the same in whole or in part, individually or in conjunction with other such media, in any medium and for any purpose whatsoever, including, but not limited to, illustration, promotion, advertising and trade, and to use Participant's name in conjunction therewith.

8. THE UNDERSIGNED AGREES to allow NABI and Others to contact me regarding any NABI-related program or event. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

PART III - PARTICIPANT CODE OF CONDUCT

This code of conduct is established to reflect positive behavior and choices in the development of the youth TOURNAMENT serves. This code strictly prohibits the use of illegal intoxicating drugs, performance-enhancing drugs, alcohol, and all forms of harassment and discrimination. By participating in TOURNAMENT, I agree to abide by the code of conduct, rules and regulations of the TOURNAMENT and will conduct myself in a manner that reflects positive character that will make myself, my family, my tribe, and other TOURNAMENT participants proud. Breaking the code of conduct will result in my immediate dismissal of the tournament, removal from TOURNAMENT host hotel and may jeopardize my eligibility for future NABI tournaments and events.

ACKNOWLEDGEMENT AND SIGNATURE(S)

I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE ABOVE WAIVER & RELEASE AND CODE OF CONDUCT.

Participant Name: _____

(Please print)

Participant Signature: _____

(All Participants)

Date: _____

Parent and/or guardian name: _____

(If participant is under age 18)

(Please print)

Parent or guardian Signature: _____

Date: _____
