

THIS IS A RELEASE OF LIABILITY AND ASSUMPTION OF RISK

You will be asked to agree at time of registration (if you are the registering guest) or at time of confirmation (if someone else has registered for you)

READ AND UNDERSTAND BEFORE AGREEING

Disclosure

The registrant desires to participate in the AutismUp Mixed Doubles Paddle Tournament (the "Event"). The Event takes place on Saturday, November 18, 2023. The Event will take place at various paddle courts around Rochester, NY. The term "Registrant", "you" or "your" refer to the actual Registered Player in the Event.

You acknowledge that you are voluntarily participating in the Event with knowledge of the dangers involved and hereby agree to accept and assume any and all risks of injury or death, whether caused by the negligence of the Released Party or otherwise.

Release of Liability

For and in consideration of being allowed to participate in the Event, the undersigned agrees as follows:

1. To hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against AutismUp, and its respective officers, directors, trustees, employees, volunteers, agents, affiliates, successors, and assigns (collectively, the "Releasees" or "Released Party"), and release the Releasees from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever which the undersigned may have arising out of any loss, damage or injury that may be sustained by the undersigned, or to any property belonging to the undersigned, arising in connection with the Event, including but not limited to relating to the Coronavirus (COVID-19), whether caused by the negligence, including the sole negligence, of the Releasees or otherwise, including without limitation the Releasees' cancellation, postponement or modification of the Event.
2. To defend, indemnify, and hold harmless AutismUp and all Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, court costs, and other costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by the Releasees, arising out or resulting from any claim related to the undersigned's participation in the Event.
3. That this agreement is binding on the undersigned, the members of his / her family and spouse (if any), his / her estate, heirs, administrators, successors, assigns and personal representatives. This release inures to the benefit of the Released Party and their respective estates, heirs, administrators, successors, assigns and personal representatives. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Monroe County and the undersigned hereby consents to the exclusive jurisdiction of such courts.

Registrant's Agreement

Please agree to this release only for yourself. Your partner and/or other guests you have registered will be contacted for their own confirmation and agreement

By agreeing and completing my registration and/or accepting my electronic invitation for this Event, I acknowledge that I have read and understood all of this agreement and that I am voluntarily surrendering valuable legal rights, including but not limited to my right to sue the released parties. I had the opportunity to consult with an attorney about any questions I may have. The releases of liability provided in this document are intended to be as broad as legally possible.

Contact Sue Tharrett at stharrett@autismup.org, or (585) 248-9011x109 with questions.