

**WAVIER AND RELEASE OF LIABILITY FORM
RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL
RIGHTS,
INCLUDING THE RIGHT TO SUE
CNY BEER PONG LEAGUE**

1. I agree to comply with all the rules, regulations, and event instructions of the CNY BEER PONG LEAGUE, its representatives, and agents (hereinafter “CNYBPL”).

2. I acknowledge that I have sole responsibility for my personal possessions during Tournaments, events, and related activities (hereinafter “events”) held or sponsored by CNYBPL.

3. I verify that I have no existing medical conditions that would prevent me from participating from events held or sponsored by the CNYBPL, and that I have consulted with a licensed physician regarding my physical ability to participate in events of CNYBPL prior to participating in said events of the CNYBPL.

4. I consent to receiving medical treatment deemed advisable and/or necessary in the event of injury, accident or illness during an event held or sponsored by CNYBPL.

5. I permit the free use of my name and true and accurate pictures in promotional materials, broadcasts, telecasts and other forms of media as they pertain to CNYBPL.

6. **I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Any establishment, Or Person involved with CNYBPL, OR its event committee, members, volunteers, employees, sponsors, other participants, operators, officials, any persons in any restricted area, advertisers, owners and lessees of premises used to conduct the event and each of their officers, representatives, employees, and agents (hereinafter “releasees”), from all liability to me, my personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to me or my property or resulting in my death, whether caused by the negligence of the releasees or otherwise while I am in or upon the competition floor area and/or competing, officiating in, observing, working for, or for any purpose participating in an event held or sponsored by CNYBPL.

7. I agree to indemnify, defend, and hold harmless the releasees from any loss, liability, damage or cost releasees may incur due to my presence in or upon the competition floor area or in any way competing, officiating, observing, working for, or for any purpose participating in an event held or sponsored by CNYBPL, and whether caused by the negligence of the releasees or otherwise.

8. I ASSUME FULL RESPONSIBILITY OF RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in the competition floor area and/or while competing, officiating in, observing, working for, or for any purpose participating in an event held or sponsored by CNYBPL.

9. I AFFIRM THAT I WILL HAVE A DESIGNATED DRIVER, defined as any person 18 years of age or older not under the influence of any illicit substance, alcohol, or other product that would impair that person's ability to properly operate a vehicle, TO TRANSPORT ME TO AND FROM ANY EVENTS HELD BY CNYBPL.

10. I WILL NOT OPERATE A MOTORIZED VEHICLE AFTER ANY EVENTS HELD BY CNYBPL IF I HAVE PARTICIPATED IN SAID EVENTS BY CONSUMING ALCOHOL.

I expressly acknowledge and agree that the activities could be dangerous and involve the risk of serious injury and/or death and/or property damage. I further expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted, that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ AND VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

This waiver, release and indemnification agreement specifically embraces each and every event sanctioned, authorized or promoted by said releases during the entire season or year of 2006 and applied to each and every event herein above mentioned, and has the same effect as if executed after each and every activity or event in which I participate so that the parties herein intended to be released and

indemnified shall be fully and effectively released and indemnified as to each and every event herein above described.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

UNDERSTANDING OR RISK

I understand the seriousness of the risks involved in participating in this program, my personal responsibilities for adhering to rules and regulation, and accept them as a participant.

X _____
(PARTICIPANT SIGNATURE)

Date Signed: _____

Participant name (Please print clearly)

First Witness (signature)

NAME AND ADDRESS (Print Clearly):

Second Witness (signature)

NAME AND ADDRESS (Print Clearly):

PLEASE READ CAREFULLY!