

Disabled Sports USA Waiver & Release of Liability, and Media Release Agreement

Disabled Sports USA, and its affiliated Chapters (“Released Parties”) are non-commercial, not for profit activity providers. The purpose of this agreement is to exempt, waive and relieve Released Parties from any and all liability for wrongful death, personal injury, and property damage, including, but not limited to, liability arising from the negligence of Released Parties. “Released Parties” include Disabled Sports USA , United States Adaptive Recreation Center and their representatives, administrators, directors, agents, coaches, employees, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

In consideration of the undersigned Participant being allowed to participate in any way in Disabled Sports USA and/or United States Adaptive Recreation Center related events and activities, the Undersigned (“Undersigned” means the Participant or the Participant’s parent, legal guardian, or legal representative when the Participant is under the age of 18 or legally incapacitated) agrees and acknowledges as follows:

1. Risks of Activity. Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include, but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and negligence of the Released Parties. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.

2. Release and Indemnification. Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant’s participation in the activities, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees

and expenses whether or not in litigation, arising out of, or related to, Participant’s participation in the activities.

3. Helmet Use. Undersigned agrees that Participant shall use a helmet when participating in the following activities: Alpine skiing, cycling, equestrian, ice hockey, outdoor rock climbing, snowboarding, white water kayaking, white water river rafting, and any other activity when directed by Released Parties. Undersigned understands that a helmet is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the activities can expose the Participant to forces that exceed the limits of protection provided by a helmet. Undersigned agrees to assume full responsibility for complying with this paragraph and that Released Parties shall not be liable for any injury or damages resulting from Participant’s failure to use a helmet.

4. Miscellaneous. Undersigned agrees (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this agreement shall be governed by the laws of the State of California and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in San Bernardino County, California; and (c) this agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Participant’s Signature	Participant's Name (please print clearly)	Date

FOR PARTICIPANTS UNDER THE AGE OF 18 OR LEGALLY INCAPACITATED

Undersigned parent, or legal guardian or legal representative acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this agreement. Additionally, by signing this agreement as the parent, or legal guardian or legal representative of a minor or legally incapacitated adult, the parent, legal guardian or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult that the minor or legally incapacitated adult otherwise may have. The Undersigned parent, or legal guardian or legal representative agrees that, but for the foregoing, the minor or legally incapacitated adult would not be permitted to participate in the activities. If signing as the parent, legal guardian or legal representative of a minor or legally incapacitated Participant, signing adults represent that they are a parent, legal guardian or legal representative of the Participant.

Minor’s DOB	Parent/Legal Guardian or Representative Signature	Parent/Legal Guardian or Representative Name	Relationship	Date

MEDIA RELEASE FORM

MEDIA/PHOTO WAIVER: Undersigned authorizes and gives full consent to Released Parties to copyright and/or publish for public view any and all photographs, digital recordings, videotapes and/or film in which Participant appears. Undersigned agrees that Released Parties may transfer, use, or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations.

Participant’s Signature	Participant's Name (please print clearly)	Date

Parent/Legal Guardian or Representative Signature	Parent/Legal Guardian or Representative Name	Relationship	Date

USARC Statistics Page

To keep our fees low, USARC uses this information to qualify for grants to various philanthropic foundations and organizations. The information you provide is for USARC statistical purposes only and is strictly confidential. The financial information of individuals is never provided to any organization or foundation.

Participant Name: _____ **Lesson Date:** _____

Group Name (if applicable): _____

Please answer each of the following questions.

1. This question helps you determine the size of your household. For this question a household is a group of related or unrelated persons occupying the same house with at least one member being the head of the household. Renters, roomers, or borders cannot be included as household members.

How many persons are in your household? _____

2. This question asks if you are from a low- and moderate-income household. For this question a list of EXTREMELY LOW-INCOME, VERY LOW and LOW-INCOME categories are presented below. These figures are calculated by using FY2018 Income Limits Summary from the HUD website for the 5 largest counties USARC serves.

Using the number of persons in your household you listed above, refer to the charts below and locate the **combined gross annual income** of those persons. Place a check mark in ONE of the four blanks provided (for example, if your household has 5 persons whose combined gross annual income does not exceed \$31,448, then you would place a check mark in the "EXTREMELY LOW INCOME" blank.)

EXTREMELY LOW INCOME: _____
LOW INCOME: _____

VERY LOW INCOME: _____
ABOVE LOW INCOME: _____

EXTREMELY LOW INCOME

Number of Persons in Household	Combined Gross Annual Income Does Not Exceed
1	\$ 18,420.00
2	\$ 21,164.00
3	\$ 24,712.00
4	\$ 28,250.00
5	\$ 31,448.00
6	\$ 34,634.00
7	\$ 38,588.00
8	\$ 42,564.00

VERY LOW INCOME

Number of Persons in Household	Combined Gross Annual Income Does Not Exceed
1	\$ 30,710.00
2	\$ 35,100.00
3	\$ 39,470.00
4	\$ 43,830.00
5	\$ 47,350.00
6	\$ 50,860.00
7	\$ 54,370.00
8	\$ 57,880.00

LOW INCOME

Number of Persons in Household	Combined Gross Annual Income Does Not Exceed
1	\$ 49,100.00
2	\$ 56,120.00
3	\$ 63,140.00
4	\$ 70,120.00
5	\$ 75,750.00
6	\$ 81,360.00
7	\$ 86,960.00
8	\$ 92,570.00

3. Please check whether you belong to a Female Head of Household: Yes: ___ No: ___

4. Please indicate how you identify yourself by checking only one of the following choices:

Hispanic	Non-Hispanic	
		White
		Black/African American
		Asian
		American Indian/Alaskan Native
		Native Hawaiian/Other Pacific Islander
		Black/African American & White
		Asian & White
		American Indian/Alaskan Native & White
		American Indian/Alaskan Native & Black/African American
		Balance/Other