

## Welcoming Battle Creek Soccer Tournament 2017

### Team Application

Date: September 23<sup>rd</sup> from 8:00am – 4:00pm

Location: Riverside Elementary Park (650 Riverside Drive)

Please submit the following to the City Manager's Office in Battle Creek City Hall (10 N. Division Street).

- Completed application
- Waiver and Release forms for each team member
- \$50 Entry-fee (checks payable to: City of Battle Creek )

**Due date: September 21<sup>st</sup> at 9:00am**

**\*\*Number of teams will be limited to 8 total. Teams will be accepted on a first come first serve basis.**

Team Name: \_\_\_\_\_

Team Captain: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Team Members (min. 10 players + captain):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Already have team uniforms (circle one): Yes No

Skill level (circle one): Novice Average Experienced

For questions or assistance (including interpretation and translation), please contact Jacob Schacht, Assistant to the City Manager. 269-966-3378 [jrschacht@battlecreekmi.gov](mailto:jrschacht@battlecreekmi.gov)

## **PARTICIPANT WAIVER AND RELEASE OF LIABILITY**

In consideration of the opportunity to participate in the City of Battle Creek Welcoming BC Soccer Tournament (City) sports event (Event), whose registration process requires me to accept this agreement, I hereby agree to the following Waiver and Release of Liability (Agreement):

**1. Waiver and Release of Liability:** My participation in the Event is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, Risks). Accordingly, I agree to the following:

a. In consideration of being permitted to participate in this Event, I hereby release and hold harmless City, its officers, directors, elected officials, employees, agents, volunteers, and contractors (collectively, Releasees) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees.

b. I recognize the physical exertion involved in the Event and attest and certify that I am physically fit to compete safely, and I have not been advised otherwise by a health care professional.

c. As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the Event, including those sustained on the premises where the Event is conducted.

d. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

### **2. General Provisions:**

a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the federal or state courts located in Calhoun County, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.

b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.

c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

d. I affirm that I am at least eighteen years of age, or that I am signing on behalf of my minor child and that in doing so, I warrant that I have the full legal authority to do so.

I WARRANT I HAVE READ THE ABOVE WAIVER AND RELEASE, AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELEASE CITY FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR SIGNIFICANT INJURY OR DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE IN PARTICIPATING IN THE EVENT.

Dated: \_\_\_\_\_ /s/ \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

Printed Address: \_\_\_\_\_

\_\_\_\_\_

Date of Birth: \_\_\_\_\_

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