

# CARY FIRE CROSS COUNTRY TEAM

## PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of Cary Fire Cross Country Team allowing me, the registrant, to participate in the practices, races, and all team activities I am registering for herein (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am at least eighteen (18) years of age (or this Agreement is also agreed to by my parent, natural guardian, or legal guardian (the "Guardian")); (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.
2. I understand and acknowledge that participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sports of track & field and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers (as defined in Section 4 below); and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions or the actions or inactions of others participating in or organizing the Event, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties (as defined below).
3. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties, as relevant and applicable in each instance: Cary Fire Cross Country Team and all its volunteers and team parents; event directors, event host organizations and the facilities, venue and property owners or operators upon which the Event takes place; and any other organizers, promoters, sponsors, advertisers, coaches and officials for this Event; law enforcement agencies and other public entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys' fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties, as relevant and applicable in each instance.
5. As a condition of my participation in the Event, I hereby grant Cary Fire Cross Country Team the event director and host organization a limited license to use my name, likeness, image, photograph, voice, video, athletic performance, biographical and other information (collectively, "Likeness"), in any media platform or format whatsoever, and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of advertising or promoting the Event, Cary Fire, or the sport of Athletics. The foregoing grant, however, does not constitute consent for Cary Fire or any third party to use my Likeness in an endorsement of any product or service without my specific written consent.

I hereby warrant that I (or the Guardian, if I am under the age of 18) am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by accepting it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have accepted this Agreement without any inducement, assurance or guarantee, and intend for my acceptance to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

If the participant is under the age of 18, the Guardian hereby agrees to release and discharge the Released Parties as follows: a) The Guardian acknowledges and understands that the Event is inherently dangerous and represents an extreme test of a person's physical and mental limits. Further, the Guardian acknowledges and understands the Risks, as defined above. b) The Guardian acknowledges the rights waived by both the Guardian and the participant by accepting this Agreement. c) The Guardian acknowledges that the Guardian will indemnify the Released Parties from any and all Liability which may arise out of, result from, or relate in any way to the participant's participation in the Event, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties.

Participant Name (or Guardian):	Age:	Date of Birth:	Male	Female
Minor Name #1:	Age:	Date of Birth:	Male	Female
Minor Name #2:	Age:	Date of Birth:	Male	Female
Minor Name #3:	Age:	Date of Birth:	Male	Female

Home Address:	Home Tel.: ( )
Team Name	Email Address

X	
Signature of Participant or Guardian	Date Signed

# AMATEUR ATHLETIC WAIVER

## AND RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in North Carolinians for Home Education Athletic Commission (NCHEAC) athletics/sports programs, and related events and activities, I the undersigned and Custodial Parents:

1. Agree that the parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating he or she should inspect the facilities and equipment to be used, and if the participant believes anything is unsafe, he or she should immediately advise his or her coach or supervisor of such condition(s) and refuse to participate.
2. Acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions, or negligence but the action, inaction, and negligence of others, or the condition of the premises or of any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.
3. Assume all the foregoing risks and accepts personal responsibility for the damages following such injury, permanent total disability or death.
4. Release, waive, discharge and covenant not to sue NCHEAC, its affiliated clubs, their respective administrators, directors, agents, and other employees of the organization, other members/participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors or premises used to conduct the event, all of which are hereinafter referred to as "releases," from any and all liability to each of the undersigned, his or her heirs and next of kin for any and all claims, demands, losses or damages on account of injury, including death and damage to property, caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise.

I HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

Athletes Name: \_\_\_\_\_

Athletes signature if over 18yrs of age: \_\_\_\_\_

Parent(s)/Legal Guardian(s): \_\_\_\_\_

Parent(s)/Legal Guardian(s): \_\_\_\_\_

Date: \_\_\_\_\_

## **Program Commitment and Non- Transfer Rule Acknowledgement**

The official rules (NCHEAC Handbook section 5) will supersede this document,

Please consult the rules for any questions.

Once an athlete is submitted on an official NCHEAC team roster and participates in any contest, game, or match for that team, they are bound to that sport/program unless:

- 1) That sport in that program no longer exists or chooses not to participate in NCHEAC.
- 2) The program itself no longer exists or chooses not to participate in NCHEAC.

Clarification of rule:

- (A) This means that if a player is seeking to leave their original program in hopes of joining another NCHEAC program, they cannot do so until they sit 365 days. (see rules section 5.2)
- (B) If the player leaves to play outside of NCHEAC and wants to come back to the program they left, then they are allowed to come back without sitting the 365 days.
- (C) This is only binding per individual sport within a program. It is possible to be committed to different programs in separate sports.

Exceptions:

1. If the program cannot field a team in a particular division under NCHEAC of the current athletic season and they are not eligible to play on another division within that program – then a player can join another program in NCHEAC in that sport with the option of returning to the original program at the next athletic season. If the original program does not enter a team for two (2) consecutive seasons or the player decides not to return to the original program after one (1) season, then the player must remain with the program they left to join. See Handbook Section 5.5.3
2. If a player moves or the program changes their practice facility/game facility, and this causes an increase in travel of 25 additional miles (one way), then the family must submit a Distance Release Request for approval to the NCHEAC council in order to move to a closer program within NCHEAC. See Handbook Section 5.5.1.1.
3. Exceptions to the 365-day rule specified in rules section 5.2.1

NCHEAC has the option to review any occurrence of a player leaving to determine if this causes a program to not have enough players and can deny the player re-entry back into the league unless they sit for 365 days.

**NCHEAC will only grant releases based on distance due to a family or program moving.**

**NOTE: This form is your acknowledgement of the rule. It is your responsibility to understand the Program Commitment/Non-Transfer Rule and seek answers if clarification is needed. The rule is designed to protect the league and teams/programs. The rule is binding based on submission of your athlete on an official NCHEAC roster and participation in any game, match, or contest with their team whether you have signed this document or not.**

I/we, the custodial parent(s) of \_\_\_\_\_ (list athlete's names),  
acknowledge receipt of this rule and agree to abide by the provisions listed

County/City Team Name: \_\_\_\_\_ Sport: \_\_\_\_\_

\_\_\_\_\_  
(Custodial Parent)

\_\_\_\_\_  
(Custodial Parent)

Date: \_\_\_\_\_

## Gfeller–Waller NCHSAA Student–Athlete & Parent/Legal Custodian Concussion Information Sheet

**What is a concussion?** A concussion is an injury to the brain caused by a direct or indirect blow to the head. It results in your brain not working as it should. It may or may not cause you to black out or pass out. It can happen to you from a fall, a hit to the head, or a hit to the body that causes your head and your brain to move quickly back and forth.

**How do I know if I have a concussion?** There are many signs and symptoms that you may have following a concussion. A concussion can affect your thinking, the way your body feels, your mood, or your sleep. Here is what to look for:

Thinking/Remembering	Physical	Emotional/Mood	Sleep
Difficulty thinking clearly	Headache	Irritability-things bother you more easily	Sleeping more than usual
Taking longer to figure things out	Fuzzy or blurry vision	Sadness	Sleeping less than usual
Difficulty concentrating	Feeling sick to your stomach/queasy	Being more moody	Trouble falling asleep
Difficulty remembering new information	Vomiting/throwing up	Feeling nervous or worried	Feeling tired
	Dizziness	Crying more	
	Balance problems		
	Sensitivity to noise or light		

*Table is adapted from the Centers for Disease Control and Prevention (<http://www.cdc.gov/concussion/>)*

**What should I do if I think I have a concussion?** If you are having any of the signs or symptoms listed above, you should tell your parents, coach, athletic trainer or school nurse so they can get you the help you need. If a parent notices these symptoms, they should inform the school nurse or athletic trainer.

**When should I be particularly concerned?** If you have a headache that gets worse over time, you are unable to control your body, you throw up repeatedly or feel more and more sick to your stomach, or your words are coming out funny/slurred, you should let an adult like your parent or coach or teacher know right away, so they can get you the help you need before things get any worse.

**What are some of the problems that may affect me after a concussion?** You may have trouble in some of your classes at school or even with activities at home. If you continue to play or return to play too early with a concussion, you may have long term trouble remembering things or paying attention, headaches may last a long time, or personality changes can occur. Once you have a concussion, you are more likely to have another concussion.

**How do I know when it's ok to return to physical activity and my sport after a concussion?** After telling your coach, your parents, and any medical personnel around that you think you have a concussion, you will probably be seen by a doctor trained in helping people with concussions. Your school and your parents can help you decide who is best to treat you and help to make the decision on when you should return to activity/play or practice. Your school will have a policy in place for how to treat concussions. You should not return to play or practice on the same day as your suspected concussion.

***You should not have any symptoms at rest or during/after activity when you return to play, as this is a sign your brain has not recovered from the injury.***

*This information is provided to you by the UNC Matthew Gfeller Sport–Related TBI Research Center, North Carolina Medical Society, North Carolina Athletic Trainers' Association, Brain Injury Association of North Carolina, North Carolina Neuropsychological Society, and North Carolina High School Athletic Association.*

# Gfeller-Waller NCHSAA Student-Athlete & Parent/Legal Custodian Concussion Statement Form

Instructions: The student athlete and his/her parent or legal custodian, must initial beside each statement acknowledging that they have read and understand the corresponding statement. The student-athlete should initial in the left column and the parent or legal custodian should initial in the right column. Some statements are applicable only to the student-athlete and should only be initialed by the student-athlete. This form must be completed for each student-athlete, even if there are multiple student-athletes in the household.

Student-Athlete Name: (please print)\_\_\_\_\_

Parent/Legal Custodian Name(s): (please print)\_\_\_\_\_

Student-  
Athlete  
Initials

Parent/Legal  
Custodian(s)  
Initials

	A concussion is a brain injury, which should be reported to my parent(s) or legal custodian(s), my or my child's coach(es), or a medical professional if one is available.	
	A concussion cannot be "seen." Some signs and symptoms might be present immediately; however, other symptoms can appear hours or days after an injury.	
	I will tell my parents, my coach and/or a medical professional about my injuries and illnesses.	Not Applicable
	If I think a teammate has a concussion, I should tell my coach(es), parent(s)/ legal custodian(s) or medical professional about the concussion.	Not Applicable
	I, or my child, will not return to play in a game or practice if a hit to my, or my child's, head or body causes any concussion-related symptoms.	
	I, or my child, will need written permission from a medical professional trained in concussion management to return to play or practice after a concussion.	
	Based on the latest data, most concussions take days or weeks to get better. A concussion may not go away, right away. I realize that resolution from a concussion is a process that may require more than one medical visit.	
	I realize that ER/Urgent Care physicians will not provide clearance to return to play or practice, if seen immediately or shortly after the injury.	
	After a concussion, the brain needs time to heal. I understand that I or my child is much more likely to have another concussion or more serious brain injury if return to play or practice occurs before concussion symptoms go away.	
	Sometimes, repeat concussions can cause serious and long-lasting problems.	
	I have read the concussion symptoms listed on the Student-Athlete/ Parent Legal Custodian Concussion Information Sheet.	
	I have asked an adult and/or medical professional to explain any information contained in the Student-Athlete & Parent Concussion Statement Form or Information Sheet that I do not understand.	

**By signing below, we agree that we have read and understand the information contained in the Student-Athlete & Parent/Legal Custodian Concussion Statement Form, and have initialed appropriately beside each statement.**

\_\_\_\_\_  
Signature of Student-Athlete

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Legal Custodian

\_\_\_\_\_  
Date