

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

**IN CONSIDERATION OF** the risk of injury that exists while participating in THE BROOKLYN DEBATE LEAGUE which consists of online, hybrid, and in-person debate coaching and tournaments (hereinafter the “Activity”); and

**IN CONSIDERATION OF** my desire to participate in said Activity and being given the right to participate in the same;

**I HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, “Releasor,” “I” or “me”, which terms shall also include Releasor’s parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY (“Release”) and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

**I HEREBY** release and forever discharge KM DICOLANDREA, the founder of BROOKLYN DEBATE LEAGUE (“DiCo”) AND ALL STAFF OF THE BROOKLYN DEBATE LEAGUE, located Online, Brooklyn New York 11238, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively “Releasees”), from any physical or psychological injury that I may suffer as a result of my participation in the Activity.

### **IDENTIFICATION AND ACKNOWLEDGEMENT OF THE RISK**

I am voluntarily participating in the activity and I am participating in the activity entirely at my own risk. I am aware of the risks associated with participating in this activity, which may include, but are not limited to: physical or psychological injury, pain, suffering, illness, data mining, phishing, viruses, malware, data breach of online information, cyberbullying, exploitation, victimization, cyber stalking, online grooming, cyber predators, digital footprint, reputation loss, image replication, , economic or emotional loss, and death. **I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE**, conditions related to travel to and from the activity, or from conditions at the activity location(s). **NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THE ACTIVITY.**

**I FURTHER AGREE** to indemnify and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs.

**I FURTHER ACKNOWLEDGE** that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize DiCo and all staff of the Brooklyn Debate League to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for

any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

### **MEDIA RELEASE**

**I HEREBY AUTHORIZE** Brooklyn Debate League to publish the photographs taken of me, and my name, for use in their printed publications, social media, and website. I acknowledge that since my participation in publications, social media and websites produced by Brooklyn Debate League is voluntary, I will receive no financial compensation. I further agree that my participation in any publication, social media, and website produced by Brooklyn Debate League confers upon me no right of ownership whatsoever. I release Brooklyn Debate League, its contractors and its employees from liability for any claims by me or any third party in connection with my participation.

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

**I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE** DiCo and all staff of the Brooklyn Debate League and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against DiCo and all staff of the Brooklyn Debate League for personal injury or property damage.

I agree that this Release shall be governed for all purposes by New York law, without regard to any conflict of laws principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

**THIS RELEASE SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.**

This agreement was entered into at arm's-length, without duress or coercion, and it to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, \_\_\_\_\_ and DiCo and all staff of the Brooklyn Debate League agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Release shall remain in full force and effect. If a court should find any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

**I HEREBY CERTIFY** that I am the parent or guardian of my child participating in the Brooklyn Debate League, and I do hereby give my consent without reservation to the foregoing on behalf of my child (if participant is under 18 years of age).

Name of Participant: \_\_\_\_\_

Name of Parent/Guardian (if under 18 years of age): \_\_\_\_\_

Signature of Participant (or Parent/Guardian if under 18 years of age): \_\_\_\_\_

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