

3-ON-3 TOURNAMENT TEAM SIGN-UP

Please complete registration form and send along with payment to:
1921 Tall Timber Road NE, New Philadelphia, OH 44663; DEADLINE: Monday week of Tournament

Please print all information legibly in blue or black ink. INCOMPLETE FORMS WILL NOT BE ACCEPTED OR ENTERED.
Team Captain will be called the night before with game time

Captain Name/Player 1 _____ Sex (Circle One): Male Female

Phone _____ Captain's/Player1 Age _____

Shirt Size (Circle One) AS AM AL AXL A2X

Parent or Guardian Signature (If Under 18) _____

Player 2 _____ Sex (Circle One): Male Female

Phone _____ Player 2 Age _____

Shirt Size (Circle One) AS AM AL AXL A2X

Parent or Guardian Signature (If Under 18) _____

Player 3 _____ Sex (Circle One): Male Female

Phone _____ Player 3 Age _____

Shirt Size (Circle One) AS AM AL AXL A2X

Parent or Guardian Signature (If Under 18) _____

Player 4 _____ Sex (Circle One): Male Female

Phone _____ Player 4 Age _____

Shirt Size (Circle One) AS AM AL AXL A2X

Parent or Guardian Signature (If Under 18) _____

Method of Payment

Check #: _____

Money Order #: _____

Visa/MasterCard Number: _____ Exp. Date: _____ CVV Code: _____

Signature of Cardholder: _____

All checks & money orders payable to
Wood's Tall Timber Resort
Entry Fee is \$40 per team
*Entry fee does NOT include admission (per player) into park

3-ON-3 TOURNAMENT

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

Participant's Name: _____ ("Participant")

Participant's Age: _____

IN CONSIDERATION of being permitted to participate in the 3-on-3 Tournament at Wood's Tall Timber Lake Resort in Tuscarawas County, Ohio ("Premises") operated by Wood's Real Estate and Development Company, LLC, Dba Wood Tall Timber Resort and operated on property owned by Wood's Tall Timber Lake, Inc. (collectively "Woods"), the undersigned, individually, and on behalf of the undersigned's personal representatives, administrators, executives, heirs, dependents, and next-of-kin agree as follows:

Assumption of Risk:

1. I acknowledge as the 3-On-3 Tournament is an outdoor activity, which includes strenuous competition against other participants who may or may not be in greater physical condition.
2. I acknowledge that the nature of the activity requires individuals with qualified common good health and proper physical condition to participate.
3. I acknowledge that the Tournament is a hazardous activity involving inherent risks and dangers, which includes, but are not limited to, muscle cramps; ankle, knee, and wrist injuries; dislocation of joints; cuts, abrasions, bruises, and contusions; head and/or neck injuries (including paralysis); concussions; broken nose, finger, arm, leg, and other bones; heart attack and other cardiovascular injuries; illness and disease, including COVID-19; death and injuries from implements or equipment. I knowingly and voluntarily accept, and assumes responsibility for each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, participation in the Tournament.
4. I acknowledge that any existing medical condition may increase the likelihood of injury or death, and affirm that I have considered the risks involved before choosing to participate.
5. I understand that Woods staff are not medical professionals and cannot assess any of my or my dependents physical or emotional conditions.
6. I acknowledge that Woods reserves the right to exclude any person from participating or further participating in the Tournament for any reason.

Fitness: I certify that I (or my Dependent) am/is physically able to safely participate in the 3-On-3 Tournament, and have no medical or mental conditions which prevents me (or my Dependent) from participating in the 3-On-3 Tournament or executing this Agreement. I further certify that I (or my Dependent) is not under the influence of alcohol, illegal drugs, or impairing legal drugs.

Release and Waiver of Liability: I **IRREVOCABLY RELEASE, WAIVE, DISCHARGE, AND AGREE NOT TO SUE** Wood's, Wood's workers, employees, agents, volunteers, officers, and directors, all individuals maintaining the Premises, rescue personnel, and any other person on the Premises, and each of their respective heirs, assigns, successors, executors, administrators, affiliates and legal representatives (hereinafter collectively referred to as "Releasees,") **FROM ALL LIABILITY, CLAIMS, RIGHTS, DEMANDS, OR ACTIONS OF ANY NATURE AND KIND, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN TRESPASS, TORT, NEGLIGENCE, LAW, STATUTE, STRICT LIABILITY UNDER STATUTE, EQUITY OR BREACH OF CONTRACT, WHETHER KNOWN OR UNKNOWN, WHICH I may have FOR ANY AND ALL INJURY, ILLNESS, LOSS, AND/OR DAMAGE OF ANY KIND OR NATURE** including but not limited to personal injury, animal attacks, pain and suffering, loss of services, property damages, medical bills, damages for compensation, lost wages, loss of earnings, loss of relationship/consortium, emotional distress, or death, which arises from or relates to 3-On-3 Tournament activities, except for those arising out of {03620134-1 / 036863-000003}

the willful misconduct, gross negligence, or intentional torts of the Releasees.

Indemnification and Hold Harmless: I agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney’s fees, litigation expenses, loss, liability, damage, and costs of any kind or nature, arising from or relating to my (or my Dependent’s) participation in the 3-On-3 Tournament, except for those arising out of the willful misconduct, gross negligence, or intentional torts of the Releasees.

Emergency Medical Treatment: I grant Wood’s permission to authorize emergency medical treatment for me (or my Dependent), as Wood’s deems appropriate, and agrees that such action by Wood’s shall be subject to the terms of this Agreement. The undersigned further agrees that Wood’s, or any other Releasees, assume no responsibility for any injury or damage that might arise out of or in connection with such authorized medical treatment.

Media Release: The undersigned hereby grants full permission for Wood’s and any event organizers to record any or all of Participant’s participation in the 3-On-3 Tournament for photos, motion pictures, TV, radio, recording, social media, videotapes, and other media known or unknown, and to use them, no matter by whom taken, in any manner for publicity, promotion, advertising, trade, or commercial purposes, without any reimbursement of any kind due to the undersigned or Participant.

Choice of Law, Venue, and Severability: I agree that this 3-On-3 Tournament Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the “Agreement”) shall be enforced and interpreted under Ohio law and that if legal action is necessary to enforce this contract, exclusive venue shall lie in Tuscarawas County, Ohio. Further, should any clause in this Agreement be in conflict with state law, then only that clause shall be null and void while the remaining clauses shall remain in full legal force and effect.

Entire Agreement: This Agreement is the full, final, and entire agreement between the undersigned and Wood’s regarding the matters herein addressed.

THE UNDERSIGNED HAS READ THIS ENTIRE AGREEMENT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE AND INTEND THIS SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature of Participant (if 18 years or older)

Date

*****Note: If participant is under 18 years old, parent or legal guardian must sign below*****

For Parents/Legal Guardians of Participants Under 18 Years of Age

I hereby warrant, affirm, and represent that I am the parent/legal guardian with legal responsibility for the above-named participant (“Dependent”) who is under 18 years of age and that, in such capacity, I have read this Agreement completely and carefully, understand the risks involved with the 3-On-3 Tournament, and have explained and discussed those risks with the Dependent, and do hereby consent and agree to the Dependent’s participation, release, waiver, and acceptance of risk as provided above. On behalf of myself, the Dependent, and my family, personal representatives, estate, successors, assigns, heirs, executors, and next of kin, I hereby knowingly, freely, and expressly agree to all of the terms and conditions of this Agreement.

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date