

ASSUMPTION OF RISK, RELEASE OF LIABILITY & WAIVER OF CLAIMS
ASHRAE INC

BY SIGNING THIS DOCUMENT, YOU ASSUME CERTAIN RISKS, AND WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE ASHRAE INC., PROPERTY OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS. PLEASE READ THE FOLLOWING CAREFULLY.

In consideration of being allowed to participate in any way in **ASHRAE'S Sporting Clays Tournament**, the undersigned acknowledges, appreciates and agrees that:

ASSUMPTION OF RISK: I understand and accept that **participating in the Sporting Clays Tournament** has inherent risks, which can result in **serious injury or death**.

I KNOWINGLEY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARRIVING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation, and I willingly agree to comply with the stated and customary terms and conditions for participation. If I have any concern in my readiness for participation and/or in the tour itself, I will remove myself from participation and bring such to the attention of ASHRAE staff immediately.

RELEASE AND WAIVER OF CLAIMS: In consideration of my participation in the **Wichita Chapter of ASHRAE's Sporting Clays Tournament**, I hereby agree as follows:

1. I hereby **waive any and all claims** that I have or may have in the future against ASHRAE, property owners or their predecessors, successors or assigns due to my participation **Wichita Chapter of ASHRAE's Sporting Clays Tournament**.
2. I hereby release **ASHRAE, Inc. and the Wichita Chapter of ASHRAE** from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the tour, due to any cause whatsoever, including negligence or breach of contract on the part of **ASHRAE, Inc and the Wichita Chapter of ASHRAE** or its predecessors, successors, assigns, agents and property owner.
3. I, for myself and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all of the above Releasees from any and all liabilities incident to my involvement or participation in these programs. EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent of the law.

BINDING EFFECT OF AGREEMENT: This agreement shall be effective and binding upon my heirs, next of kin, assigns, executors, administrators, and personal representative.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT OF MY OWN FREE WILL. I AGREE TO ASSUME FULL RESPONSIBILITY FOR ALL INJURIES AND MEDICAL EXPENSES INCURED WHILE PARTICIPATING IN **ASHRAE's Sporting Clays Tournament**.

Last Name

First Name

Address

City

State

Zip

Phone

email

Signature of Participant/Releasor

Witness