

THIS IS AN IMPORTANT DOCUMENT THAT WAIVES YOUR LEGAL RIGHTS.

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



In consideration of my participation in any way in the Northland Pioneer College (NPC) Friends and Family sponsored **Friends and Family Golf Tournament** (Activity), I do for myself, my personal representatives, assigns, heirs and next-of-kin:

1. **AGREE**, represent, acknowledge and understand the nature of golfing activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted at a privately owned golfing facility.
2. **FURTHER AGREE**, and warrant that at any time if I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
3. **FULLY UNDERSTAND** that (a) golfing activities involve risks and dangers of serious bodily injury including permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or the negligence or gross negligence of Releasees as designated herein; (c) there may be other risks and other social and economic losses either not known to me or not readily foreseeable at this time; (d) and I fully accept and assume all such Risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.
4. **HEREBY RELEASE**, discharge, covenant not to sue Navajo County Community College District, *dba* Northland Pioneer College, NPC Friends and Family, any of its directors, agents, officers, volunteers, students, and employees, any other participants, sponsors, advertisers and any owners or lessors of the premises (Silver Creek Golf Club) on which the Activity takes place, (all collectively defined as "Releasees"), **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENCE IN RENDERING ANY KIND OF CARE WHATSOEVER.**
5. **FURTHER AGREE** that if, despite this Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Waiver of Constitutional Right, I, or anyone on my behalf, makes a claim against any Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney's fees, loss, liability, damage, or cost which any may incur as the result of this claim and any such claim will be governed by the laws of the State of Arizona with Navajo County Superior Court as the exclusive venue.
6. **RELEASE, WAIVE** and otherwise disavow any protection of Article 18, Section 5, of the Arizona Constitution, which allows for the defenses of contributory negligence or assumption of the risk to be a question of fact and to be left for jury consideration and expressly acknowledge that the waiver of this constitutional right and the execution of this release shall forever bar my rights to make a claim, sue, or otherwise file any type of litigation against Releasees.

MINOR RELEASE: I, the minor's parent and/or legal guardian, understand the nature of golfing activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the 'Releasees' from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the 'Releasees' or otherwise, including negligent rescue operations and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the Releasees named above, will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability, damage or any cost which may incur as the result of any such claim and agree to all provisions stated in this document.

Minor's Name

I have read this Agreement, fully understand its terms, understand that I am giving up substantial rights including waiving a constitutional right, by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release and/or waiver of any and all liability and/or constitutional right to the greatest extent allowed by the law and agree that if any portion of this agreement is held to be invalid, the balance notwithstanding shall continue in full force and effect.

Signed

Dated

Submit