

WWII AIRSOFT ASSOCIATION

Participation Agreement

Participant Personal Information:

Last Name	First Name	Middle Initial(s)
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Street Address	City	State	Zip Code
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Home Telephone Number	Work Telephone Number	Mobile Telephone Number
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Email Address

Date of Birth

For Emergency Notify: Name	Relation to Participant
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Address	City/State/Zip Code	Telephone
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Association Information:

Name: WWII Airsoft Association, an Illinois not-for-profit corporation

Address: c/o Piper Rudnick LLP
203 North LaSalle Street
Office #1707
Chicago, Illinois 60601
Attn: Secretary

This Participation Agreement (this “**Agreement**”) is entered into on _____, 200__ (the “**Effective Date**”), between the Association, and the Participant identified above (referred to in this Agreement as “**I**”, “**me**”, “**myself**”, and “**you**”).

The Association and I agree as follows:

1. **Meanings of Defined Terms.** I understand that the following terms used in this Agreement are defined as follows in this Paragraph 1. Other terms are defined elsewhere in this Agreement.

(a) **“Association Documents”** means documents defined as the Association Documents in the Bylaws, as amended from time to time, including the Articles of Incorporation of the Association, the Bylaws, and all Rules and Regulations of the Association established under the Bylaws. ***Initial:**

(b) **“Airsoft Equipment”** means replica firearms and other weapons discharging plastic spherical BB’s of approximately four to twelve millimeters in diameter. ***Initial:**

(c) **“Association Event”** means all events organized or sponsored, in whole or in part, by the Association or held, in whole or in part, under the auspices of the Association. Association Events include educational programs and presentations and skirmishes and mock battles using Airsoft Equipment organized by the Association, including all associated staging, preparation and winding down activities. ***Initial:**

(d) **“Association Event Activities”** has the meaning defined in Section 3 below. ***Initial:**

(e) **“Beneficiaries”** has the meaning defined in Paragraph 14 below. ***Initial:**

(f) **“Bylaws”** means the Bylaws of the Association, as amended from time to time. ***Initial:**

(g) **“Other Participant”** means each respective participant in an Association Event or Association Event Activities other than me. ***Initial:**

Unless specifically defined in this Agreement, all capitalized defined terms used in this Agreement have the same meaning as used in the Bylaws and the other Association Documents. ***Initial:**

2. **Association Event Participation.**

(a) In exchange for being permitted to (i) participate, compete, practice, officiate, observe, or work in Association Events and (ii) use the facilities, apparel, and

equipment of the Association, I agree to the terms of this Agreement and agree to comply with this Agreement. ***Initial:**

(b) I understand that I am not required to participate in Association Events and similar events not related to the Association. But if I wish participate in such events, I am not required to do so as part of an Association Event. I understand there are other organizations that organize and sponsor airsoft combat simulations, battle reenactments, and similar events within a 150-mile radius of the City of Chicago and I may participate in such events with those other organizations instead of Association Events. ***Initial:**

(c) I understand that participating in, and being proximate to, airsoft combat simulations, battle reenactments, similar events, Association Events, Association Event Activities, and all of their respective related activities, are dangerous and involve serious risks to me and my health. I acknowledge that I may be killed or be seriously injured, including blinded and crippled as a result of participating in, or being proximate to, Association Events or Association Event Activities. I understand that I, and each respective Other Participant, regardless of experience, has the final responsibility for his/her own safety. I also acknowledge that the Association maintains no liability insurance. ***Initial:**

3. **Identification of Association Event Activities.**

I acknowledge that “**Association Event Activities**” include all occurrences, contemplated and not contemplated, foreseen and unforeseen, likely and unlikely to occur, arising out of, connected with, or related to, Association Events or the use of Airsoft Equipment, including:

(a) Travel and transportation to, during, and from any Association Event using any medium of transportation, including on foot or by car, truck, motorcycle, armored personnel carrier, tanks or other tracked vehicle, bicycle, train, watercraft, or aircraft. ***Initial:**

(b) Travel and transportation during any recess or break from an Association Event using any medium of transportation, including on foot or by car, truck, motorcycle, armored personnel carrier, tanks or other tracked vehicle, bicycle, train, watercraft, or aircraft. ***Initial:**

(c) Strenuous aerobic and non-aerobic physical exercise and exertion, including running, crawling, kneeling, climbing, jumping, falling, and sitting. ***Initial:**

(d) Use and misuse of Airsoft Equipment, similar devices, and other military and battlefield simulation equipment and apparel. ***Initial:**

(e) Other Participants targeting me and shooting at me with Airsoft Equipment and similar devices. ***Initial:**

(f) Projectiles discharged from Airsoft Equipment and similar devices striking any point on my body, including my head, eyes, ears, nose, mouth, throat, or genitals. ***Initial:**

(g) Use and misuse of smoke grenades explosives, and other pyrotechnic devices. ***Initial:**

(h) My presence in staging and preparation areas, parking lots, and “reincarnation” and “respond” areas, before, during, and after skirmishes and mock battles. ***Initial:**

(i) Observing participation by Other Participants in a part of an Association Event that I am not myself participating in. ***Initial:**

(j) Delivery of emergency and medical attention and calling of emergency services in the event of personal injury or death. ***Initial:**

(k) Rescue operations and attempted rescue operations by the Association, one or more Beneficiaries, or other person(s), whether on or off the designated location of an Association Event or any facilities made available by the Association or one or more Beneficiaries. ***Initial:**

(l) Negotiating and use of natural and artificial geographic, terrain, and aquatic conditions and improvements existing at the location(s) of Association Events and paths of ingress and egress to and from such location(s). ***Initial:**

(m) Crossing, fording, swimming in, and all other contact with natural and artificial bodies of water, including ponds, lakes, creeks, streams, rivers and swimming pools. ***Initial:**

(n) Consumption of food and beverages from any source, including food and beverage I bring myself or is provided by the Association, any Beneficiary, or any other person. ***Initial:**

(o) Use and misuse of indoor and outdoor toilet facilities. ***Initial:**

(p) Camping and the presence, use, and misuse of camping equipment and accessories, including tents, tent ropes, tent poles, tent stakes, sleeping bags, inflatable and non-inflatable mattresses, stoves, can openers, cleaning chemicals, and eating utensils. ***Initial:**

(q) The presence of, and encounters with, livestock, domesticated animals or wild animals. ***Initial:**

(r) The presence and effects of inclement weather conditions, including rain, lightning, thunder, wind, hail, sleet, snow. ***Initial:**

(s) Encounters with, including seizure and arrest by, law enforcement officials. ***Initial:**

(t) Use and misuse of edged weapons, including swords, bayonets, daggers, and knives. ***Initial:**

(u) Use and misuse of firearms, live ammunition, blanks, and other weapons. ***Initial:**

(v) Use of any Internet website maintained or operated, in whole or in part, by the Association, including posting of verbal and non-verbal communications, sounds, or images on the Association's Internet website. ***Initial:**

(w) All activities, events, conditions, and circumstances in any way arising from, connected with, or related to my participation in an Association Event or my presence at or near the location of an Association Event, including all recreational activities that I may engage in. ***Initial:**

4. **Assumption of Risk, Waiver, and Release.**

I understand and acknowledge that participation in Association Events and Association Event Activities are inherently dangerous. I acknowledge and understand that the unforeseen may happen and no one can identify all risks or possibilities of error that may occur in connection with Association Events or Association Event Activities. Consequently: *Initial:****

(a) **I expressly and voluntarily assume all risks of personal injury, death, or property damage I suffer while participating in Association Events or in any way arising under, related to, or in connection with, Association Event Activities, regardless of whether I do or can foresee, or contemplate such risks and regardless of whether my personal injury, death, or property damage is caused in whole, or in part, by the negligence or other fault of the Association or one or more of the Beneficiaries. ***Initial:****

(b) I irrevocably waive all duties of care owed to me by, and liability against, the Association and each respective Beneficiary, from all liability owed to me in connection with my participation in Association Events and in any way arising from, related to, or connected with, Association Event Activities. ***Initial:**

(c) I release and discharge the Association and each respective Beneficiary from all liability, claims, demands, causes of action, judgments, or costs (collectively “Claims”) that I may now, or in the future, have for personal injury, death, or property damage I suffer in connection with my participation in Association Events and in any way arising from, related to, or connected with, Association Event Activities even if caused in whole, or in part, by the negligence or other fault of the Association or one or more of the Beneficiaries. ***Initial:**

(d) I promise not sue or assert any Claim against the Association or any Beneficiary for personal injury, death, property damage, or other losses, I suffer in connection with my participation in Association Activities or in any way, arising from, connected with, or in any way related to, Association Event Activities, even if caused in whole, or in part, by the negligence or other fault of the Association or one or more of the Beneficiaries. ***Initial:**

5. **Negligence.** I agree that to the extent permitted by applicable law, the term “negligence” as used anywhere in this Agreement, or any addendum or amendment to this Agreement, shall include, “*gross negligence*” and “*ordinary negligence*”. ***Initial:**

6. **Consent to Touching and Targeting.** I acknowledge that Association Event Activities include participants intentionally shooting BB’s and associated projectiles at each other. I consent to Other Participants targeting, shooting, and hitting me with BB’s and associated projectiles and other incidental touching reasonably associated with participation in Association Event Activities, provided such activities comply with the Association Documents. ***Initial:**

7. **Disclaimer of Warranties.** I acknowledge that the Association makes no warranties concerning Association Events, Association Event

Activities, the site of any Association Event, any Airsoft Equipment, accessories or apparel provided by the Association, any Beneficiary, or any other individual or organization. I also acknowledge that the Association disclaims all implied warranties concerning Association Events, Association Event Activities, the site of any Association Event, any Airsoft Equipment, accessories or apparel provided by the Association, any Beneficiary, or any other individual or organization (including warranties of merchantability, fitness for a particular purpose, and habitability) and I irrevocably waive each such implied warranty to the extent they may exist. *Initial:

8. **Indemnification and Hold Harmless.** I agree to indemnify, defend, and hold the Association and each respective Beneficiary harmless against all Claims asserted by any third-party connected with my participation in any Association Event or in any way arising from, connected with, or related to, Association Event Activities (collectively “**Indemnified Claims**”). I agree that my obligations under this Paragraph 8 include paying for all reasonable attorney’s fees, court costs, and litigation expenses incurred by the Association and/or one or more Beneficiaries in defending against each Indemnified Claim. I acknowledge that Indemnified Claims include: (a) any Claim alleging loss of consortium, companionship, society, and the like as a result of injury to me or my death, connected with my participation in any Association Event or in any way arising from, connected with, or related to any Association Event Activity, and (b) Claims asserted by one or more of the Beneficiaries against the Association and/or other Beneficiaries. *Initial:

9. **Damage to Property.** I agree to promptly pay for all loss or damage to any personal or real property of any kind, including Airsoft Equipment, accessories, and apparel, of the Association or any Beneficiary that I cause, in whole or in part, by my negligence, or willful or intentional misconduct or omission. *Initial:

10. **Scope of Authority.** I agree that if any Officer, Director, employee, agent or independent contractor of the Association, or alleged agent or independent contractor of the Association, is guilty of intentional, willful and/or wanton conduct or misconduct, or omission or any conduct claimed to be or deemed to be outside the scope of this Agreement, by action, law or for any other reason, such individual’s action is beyond the scope of his/her office, employment, or retention and is not attributable to the Association or any other Beneficiary. *Initial:

11. **General Participant Representations.** I represent the following to the Association and the Beneficiaries. I affirm that each of my representations below are true and accurate. I also acknowledge that the Association and each of the Beneficiaries is relying on the

truth and accuracy of my representations below as a material inducement to permit me to permit me to participate in Association Events, engage in Association Event Activities, and enjoy the other privileges the Association is granting me under this Agreement. ***Initial:**

(a) On the Effective Date I am at least 18 years old. ***Initial:**

(b) On the Effective Date I am under no legal disability (e.g., adjudicated insane, under guardianship) that would prevent me from entering into a binding contract. ***Initial:**

(c) I am not under the influence of any (i) alcoholic beverage, (ii) prescription or non-prescription medication, (iii) illicit drug, or (iv) any other substance that may impair my ability to understand and fully comprehend this Agreement and I have not ingested any of the things identified above in this Section 11(c) within the past 24 hours. ***Initial:**

(d) Within seven days before the Effective Date, I have read and am familiar with each of the Association Documents, including the Bylaws, Safety Rules and Regulations, and Anti-Discrimination Rules and Regulations. I understand the contents of each Association Document. ***Initial:**

(e) I read and understand the English language. ***Initial:**

12. **Participant Medical Representations.**

(a) I represent to the Association and each respective Beneficiary that:

(i) I have no physical, medical, or mental infirmities or disabilities, except as identified in Subparagraph 12(a)(iv) below. ***Initial:**

(ii) I am not under treatment for any physical, medical, or mental infirmity, disability, or chronic ailment or injury of any nature, except as identified in Subparagraph 12(a)(iv) below. ***Initial:**

(iii) I have never been treated for, or diagnosed to have, any of the following: (A) asthma, (B) cardiac or pulmonary conditions or diseases, (C) diabetes, (D) fainting spells or convulsions, (E) nervous disorders, (F) mental illness or depression, (G) kidney or related diseases, (H) high or low blood pressure, or (I) any other condition or disability that might in any way affect my ability to participate in Association Events, Association Event Activities, or

strenuous physical activity, except as identified in Subparagraph 12(a)(iv) below. ***Initial:**

(iv) Exceptions (if none, so state): _____
***Initial:**

(b) If any of my representations in this Paragraph 12 change, I agree to give the Association written notice of each respective change before participate in any Association Event after the applicable change. ***Initial:**

13. **Personal License.** I grant to the Association, and its assignees, a fully paid-up irrevocable license to use my image, likeness, statements, and other communications for purposes of representing and promoting the Association in any medium. This license includes the right of the Association, and its assignee(s), to take any photographs and videos as they may deem appropriate of me and to use those photographs in such a manner, as they may deem appropriate in their sole, unilateral, and subjective discretion. I specifically waive any interest, proprietary or otherwise, I may have in such photographs, videos, images, statement, and communications. ***Initial:**

14. **Third-Party Beneficiaries.**

(a) The Association and I agree that the following individuals and organizations (collectively, the “**Beneficiaries**”) are *intended* third-party beneficiaries of this Agreement that may enforce this Agreement against the Association and me in their own respective names even though they have not signed, and owe no obligations to me or the Association under, this Agreement:

(i) Except for myself, the officers, directors, members, employees, and agents of the Association and their respective successors and assigns. ***Initial:**

(ii) Except for myself, the owner(s), tenant(s), licensee(s), and mortgagee(s) of any realty and improvements used in connection with an Association Event, together with their respective officers, directors, members, managers, partners (general and limited), trustees, beneficiaries, employees, and agents, and their respective successors and assigns. ***Initial:**

(iii) Each respective Other Participant in each Association Event that I participate in. ***Initial:**

(iv) Except for myself, the respective owner(s), tenant(s), licensee(s), and mortgagee(s) of any realty and improvements adjacent to any of the realty and/or improvements used in connection with an Association Event, together with their respective officers, directors, members, managers, partners (general and limited), trustees, beneficiaries, employees, and agents, and their respective successors and assigns. ***Initial:**

(b) Except for the Beneficiaries identified in this Paragraph 14, the Association and I intend that that are no third-party beneficiaries of this Agreement and anyone other the Beneficiaries that benefits from this Agreement does so merely as an *incidental* beneficiary with no right to enforce this Agreement. ***Initial:**

15. **Term.** The Association and I intend this Agreement to be effective not only for my first participation in an Association Event, but for all subsequent participation in Association Events. Accordingly, the Association and I agree that this Agreement will remain in full force and effect from the Effective Date until I, or the Association, actually receive written notice canceling this Agreement addressed to the applicable address identified on page 1 of this Agreement. I agree that each time I attend or participate in an Association Event. I reaffirm each of my representations, promises, and agreements in this Agreement, except as changed as provided in this Agreement. ***Initial:**

16. **Parties Bound By This Agreement.** The Association and I intend this Agreement to bind each of use respectively as well as our respective successors and assign, including any person or any entity representing me or my interests, (e.g., my estate, personal representative(s) of my estate, and my heirs, devisees, and other successors, assigns). ***Initial:**

17. **Choice of Law and Forum.**

(a) The Association and I agree that except to the extent preempted by the laws of the United States of America, this Agreement shall be exclusively interpreted, construed, and enforced in accordance with the internal laws of the State of Illinois, without regard to the choice of law rules under Illinois law. ***Initial:**

(b) The Association and I agree that the Illinois First Municipal District of the Circuit Court in and for Cook County, Illinois and the United States District Court for the Northern District of Illinois sitting in Chicago, Illinois (collectively, the “**Selected Court**”), shall be the exclusive forum for any and all Claims, disputes or controversies of any nature whatsoever (whether in contract, tort, arising out of statute, or otherwise) arising from, related to, or connected with, this Agreement, my participation in, injury, death, or damage to my property

or the property of others, arising from, connected with, or related to, Association Events or Association Event Activities (collectively, “Disputes”). The Association and I respectively submit to the personal jurisdiction of the Selected Court with respect to any and all Disputes. The Association and I irrevocably waive all objections to jurisdiction or venue for any Dispute in any judicial or non-judicial forum other than the Selected Court. Notwithstanding anything in this Paragraph 17 to the contrary, the Association and I, and our respective successors or assigns, may (i) bring proceedings in a non-Selected Court forum to enforce a judgment rendered by the Selected Court and (ii) use the enforcement laws and procedures available in such forum. ***Initial:**

18. **Jury Trial Waiver.** The Association and I acknowledge that the great expense of a jury trial in any Dispute would prejudice both my and the Association’s ability to obtain full and fair results from such Dispute at an expeditious pace and at an affordable expense. Accordingly, the Association and I respectively irrevocably waive any right either of us may have under applicable law to a trial by jury in any Dispute and agree to submit to trial by the court on all issues in such Dispute. ***Initial:**

19. **Amendment and Waiver.** The Association and I agree that this Agreement shall not and cannot be amended or modified except by written instrument signed by both me and the Association. The Association and I also agree that no custom or practice that may develop between us in the performance or administration of this Agreement, Association Events, or Association Event Activities shall waive or lessen either of our respective duty to strictly perform our duties under this Agreement. Notwithstanding anything in this Agreement or under applicable law to the contrary, the Association and I may amend this Agreement under this Paragraph 19 *without* the agreement or consent of any Beneficiary. My or the Association’s waiver of the other’s strict performance under this Agreement shall: (a) be effective only if such waiver is granted in writing by the waiving party and (b) be presumed to apply solely to the specific instance identified in such writing. ***Initial:**

20. **Severability.** If any provision of this Agreement is held invalid or unenforceable against me, the Association, or any Beneficiary, by a court of competent jurisdiction, the remainder of this Agreement, or application of such provision to the other parties or other persons, including Beneficiaries, other than those as to whom it is held invalid or unenforceable, shall not be affected and remain valid and enforceable. ***Initial:**

21. **Construction and Interpretation.**

(a) The Association and I agree that unless specifically provided otherwise elsewhere in this Agreement, the following rules of construction and interpretation apply to this Agreement: (i) headings and captions are for convenient reference only and in no way define or limit the terms of this Agreement, (ii) use of the word “including” shall not be interpreted to exclude anything else when following any general statement and shall not be construed to limit such statement to the specific items identified immediately after the word “including” to similar items, regardless of whether non-limiting language (e.g., “without limitation”, “but not limited to”) appear, rather use of the word “including” shall be deemed to refer to all other times that could reasonably fall within the broadest possible scope of the applicable general statement, (iii) use of the words “will” and “shall” denote a mandatory duty, have the same meaning and are interchangeable unless the context requires otherwise, (iv) use of the word “may” denotes a discretionary right, not an obligation or duty, (v) the singular of any word is interchangeable with the plural and vice-versa, (vi) the neuter, masculine, and feminine of any word are interchangeable with each other, (vii) references to Paragraphs and Subparagraphs are references to Paragraphs and Subparagraphs, as the case may be, of this Agreement, and (viii) the Participant Personal Information and Association Information section on page 1 of this Agreement, this Agreement’s preamble and recitals above, along with each exhibit to this Agreement, if any, is an integral part of, and incorporated within, this Agreement. ***Initial:**

(b) I irrevocably waive the rule of contract interpretation that documents should be narrowly construed and ambiguities decided against the party that prepared the document. The Association and I agree that notwithstanding such rule(s) this Agreement will be broadly construed in favor of the Association and the Beneficiaries and all ambiguities, if any, within this Agreement, will be resolved in favor of the Association and then the Beneficiaries, as the case may be. ***Initial:**

22. **Merger and Integration.** This Agreement represents the parties’ complete and exclusive understanding and agreement concerning the subject matter of this Agreement. This Agreement supersedes all promises, representations, warranties, conditions, negotiations, understandings, or agreements (collectively “**Understandings**”), whether written or oral, concerning the subject matter of this Agreement made before or simultaneous to, the Association and I signing this Agreement below. The terms of this Agreement shall not be modified, contradicted or supplemented by any extrinsic, informal, or *parol* evidence, except an amendment to this Agreement that complies with Paragraph 19 above. The Association and I respectively affirm that we have not relied upon Understanding of any kind affecting our respective decisions to enter into this Agreement that is not incorporated within the text of this Agreement and each Understanding is merged within this Agreement. ***Initial:**

23. **Initials.** Even though I may have failed to initial some or all of the Paragraphs of this Agreement, I still intend to comply with, and be bound by, all Paragraphs of this Agreement.

***Initial:**

[Intentionally Left Blank, Signatures on Following Page]

24. **Understanding of Legal Consequences.** I affirm that I have read and understand this Agreement in its entirety and that I understand that this Agreement is a binding contract between me and the Association. I also affirm that I understand that under this Agreement (a) I am waiving important legal rights and (b) I owe important legal duties to the Association and each respective Beneficiary. I represent that the Association has urged me, before signing below, to obtain legal advice from a lawyer licensed to practice law in the State of Illinois regarding my rights and duties under this Agreement. *Initial:

The Association and I agree to the terms of this Agreement on the Effective Date.

Participant:

X _____

Print name: _____

Participant Personal Information Complete

Date

Paragraph 12(a)(iv) Complete

Initials on All Paragraphs

Association:

By: _____

Print name: _____

As its: _____

State of _____

County of _____

Signed and sworn (or affirmed) to before me by _____
who produced a _____ issued by the state/country of
_____ number _____ as identification
on this _____ day of _____, 200____.

Notary Public

WWII AIRSOFT ASSOCIATION

Parental Addendum to Participation Agreement

This Parental Addendum to Participation Agreement (this “**Addendum**”) is entered into on _____, 200__ (the “**Effective Date**”), between the WWII Airsoft Association, an Illinois not-for-profit corporation (the “**Association**”), and _____ (referred to in this Agreement as “**I**”, “**me**”, “**myself**”, and “**you**”) both as the parent or legal guardian of the Participant (defined below) and personally.

The Association and I agree as follows:

1. **Participation Agreement**. The Association and _____ (the “**Participant**”) signed a Participation Agreement dated the Effective Date (the “**Participation Agreement**”). Unless specifically defined in this Addendum, all capitalized defined terms used in this Addendum have the same meaning as used the Participation Agreement. ***Initial:**

2. **Agreement to Terms**. In exchange for the Association entering into the Participation Agreement and allowing the Participant to participate in Association Events as provided under the Agreement and this Addendum, I agree to the terms of this Addendum on behalf of the Participant as his/her parent or legal guardian and on behalf of myself in my own personal capacity where indicated in this Addendum. ***Initial:**

3. **Representations**. I represent to the Association and each respective Beneficiary:

(a) I am the parent or legal guardian of the Participant. I have legal custody of, and legal authority to unilaterally contract and otherwise act on behalf of, the Participant. ***Initial:**

(b) I have sole authority to enter into the Agreement and this Addendum on behalf of the Participant and the approval of no other person or organization, public or private, is necessary for me to do so. ***Initial:**

(c) I am at least 18 years old. ***Initial:**

(d) All of representations in Paragraphs 11 and 12 of the Participation Agreement are true and accurate. ***Initial:**

4. **Contract on Behalf of the Participant.** As the parent or legal guardian of the Participant, as the case may be, by signing this Addendum I agree to all of the terms of the Participation Agreement on behalf of the Participant and ratify all of its terms. ***Initial:**

5. **Indemnification and Hold Harmless.** Personally, on behalf of myself and not as the parent or legal guardian of the Participant, I agree to indemnify, defend, and hold the Association and each respective Beneficiary harmless against all Claims arising from, related to, or connected with, the Participant's participation in any Association Event or in parentally any way arising from, connected with, or related to, Association Event Activities (collectively, "**Parentally Indemnified Claims**"). I agree that my obligations under this Paragraph 5 include paying all reasonable attorney's fees, court costs, and litigation expenses incurred by the Association and/or one or more Beneficiaries in defending against each Parentally Indemnified Claim. I acknowledge that Parentally Indemnified Claims include: (a) any Claim by the Participant for personal injury, death, or property damage suffered by the Participant, and (b) Claims asserted by others alleging that the Participant, in whole or in part, caused their personal injury, death, or damage to their property. ***Initial:**

6. **Waiver and Release of Claims.** I irrevocably waive, release, and discharge the Association and each respective Beneficiary from all Claims that I may now, or in the future, have for personal injury, death, or property damage I suffer in connection with my participation in Association Events and in any way arising from, related to, or connected with, Association Event Activities even if caused in whole, or in part, by the negligence or other fault of the Association or one or more of the Beneficiaries. I acknowledge that the Claims I am waiving, releasing, and discharging under this Paragraph 6 include any Claim alleging loss of consortium, companionship, society, and the like as a result of injury to, or death of, the Participant connected with participation by the Participant in any Association Event or in any way arising from, connected with, or related to any Association Event Activity. ***Initial:**

7. **Incorporation of Terms From Participation Agreement.** The Association and I agree that the following Paragraphs 16, 17, 18 19, 20, 21, 22, and 23 of the Participation Agreement apply to this Addendum as if such Paragraphs were restated in their entirety in this Addendum and each reference to "this Agreement" in such Paragraphs were changed to "the Agreement and this Addendum". ***Initial:**

8. **Understanding of Legal Consequences.** I affirm that I have read and understand the Participation Agreement and this Addendum each in their entirety and that I understand that the Participation Agreement and this Addendum form a binding contract among me, the Participant, and the Association. I also affirm that I understand that under the Participation Agreement and this Addendum (a) I am waiving important legal rights of my own and of the Participant and (b) I and the Participant owe important legal duties to the Association and each respective Beneficiary. I represent that the Association has urged me, before signing below, to obtain legal advice from a lawyer licensed to practice law in the State of Illinois regarding my, and the Participant's, rights and duties under the Participation Agreement and this Addendum. *Initial:

The Association and I agree to the terms of this Addendum on the Effective Date.

Parent/Guardian

Preamble Complete

Initials on All Paragraphs

X _____

Association:

Print name: _____

By: _____

Print name: _____

As its: _____

State of _____

County of _____

Signed and sworn (or affirmed) to before me by _____
who produced a _____ issued by the state/country of
_____ number _____ as identification
on this _____ day of _____, 200_____.

Notary Public