

**LUM & ABNER THREE ON THREE TOURNAMENT
CONSENT/RELEASE FORM**

ALL PARTICIPANTS (OR PARENTS/GUARDIANS) MUST READ AND SIGN THE CONSENT/RELEASE FORM TO BE ELIGIBLE TO PARTICIPATE.

Team Name: _____ Captain's Name: _____

Captain's Phone: _____ Captain's Address: _____

The Participant declares that he/she is in good health and in proper physical condition to participate in the 2023 Lum & Abner Three on Three Tournament (the "Tournament") to be held at the basketball court on Mena Street across the street from the Polk County Courthouse on June 3, 2023.

Participant acknowledges and understands that are risks and dangers inherent in participating in the Tournament, including, but not limited to, bodily injury and physical harm caused by running, jumping, physical contact with other participants and spectators, etc. Participant acknowledges that he/she is not relying upon the entities/persons released herein to list all possible inherent risks of participation. With full knowledge and understanding of these risks, the Participant assumes all risks associated with the Tournament and accepts full and complete responsibility for any and all injuries of any kind.

In consideration of the privilege of participating in the Tournament, the sufficiency of which is hereby acknowledged, the Participant, on behalf of himself/herself, his/her heirs, legal representatives, and assigns, does forever and finally release, remise, acquit, satisfy, and forever discharge the Walter W. Deetz Revocable Trust, Walter Deetz both individually and as trustee; the City of Mena, the Mena Advertising and Promotion Commission; the tournament sponsors, the tournament volunteers, the tournament referees, the tournament scorekeepers, and the tournament announcers, and the agents, representatives, and employees of all of the foregoing parties (hereinafter "Released Tournament Parties") of and from all actions, causes of action, suits, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which may arise for or against the Released Tournament Parties as a result of or in relation to the Participant's participation in the Tournament. I agree to indemnify and hold harmless the Released Tournament Parties from any loss, damage or expense sustained or incurred by them arising from any such claims, cause of action or liability, whether brought to me, anyone acting on my behalf, or by anyone else because of conduct attributed to me. By participating in the Tournament, the Participant accepts the playing surfaces of the courts as being safe and does not rely upon any representations of the Released Tournament Parties. This release is meant to be a full and complete release of the Tournament Parties from any and all liability that may arise from the Participant's participation in the Tournament. This release is given freely and voluntarily by the Participant and assigns and is meant to remain in existence throughout the duration of the Tournament. Furthermore, this Release is intended to be as broad and inclusive as permitted by law, and if any portion is held invalid, the balance shall nonetheless continue to have full legal force and effect. Furthermore, I understand that the Released Tournament Parties do not carry any health, medical, disability, or other insurance, and each participant is responsible his/her own insurance coverage.

I authorize any medical evaluation or treatment that may be advised or recommended any physician or emergency medical personnel while participating in the Tournament and activities, and authorize the any of the Released Tournament Parties to consent to medical or dental treatment.

The Participant hereby grants to the Mena Advertising and Promotion Commission, its licensees, and contractors and volunteers, including photographers, the right to take pictures and videotapes and use same without remuneration or compensation to the Participant whatsoever. Furthermore, the Participant agrees to abide by all of Tournament's rules and regulations.

Should a Participant be under the age of 18, I the guardian/parent of said child sign this on behalf of said child.

| Participant's Name | Player's or Guardian's/Parent's (if under 18) Signature | Date Signed | Emergency Contact | Emergency Phone |
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