

## **FEDERATION OF PETANQUE U.S.A., INC. (FPUSA) WAIVER AND RELEASE OF LIABILITY**

This Waiver and Release of Liability is executed by the undersigned participant ("Participant") in favor of the Federation of Petanque U.S.A., Inc. ("FPUSA"), its affiliated clubs, board members, officers, agents, volunteers, sponsors, and any event organizers (collectively, "Released Parties").

### **1. ASSUMPTION OF RISK**

I acknowledge that participation in pétanque events, including but not limited to tournaments, leagues, instructional sessions, and club activities ("Events"), involves inherent risks, including but not limited to bodily injury, property damage, and other potential hazards. These risks may arise from a variety of factors, including but not limited to the playing surface, weather conditions, equipment failures, the actions of other participants, or my own actions. I voluntarily assume all such risks associated with my participation in the Events. I understand that my participation is entirely voluntary and that I am solely responsible for ensuring my physical fitness and ability to engage in these activities. I acknowledge that participating in pétanque while under the influence of alcohol or any other substance may significantly increase the risk of injury. I accept full responsibility for any harm that may occur as a result of my own actions, including but not limited to injury to myself or others, damage to property, or any other consequence of impaired participation. I understand that the organizers, sponsors, or affiliates of the Events do not assume responsibility for any medical costs, lost wages, or other damages resulting from injuries sustained during participation.

### **2. RELEASE AND WAIVER**

In consideration for being permitted to participate in FPUSA activities, events, and any related functions, I, for myself, my heirs, executors, administrators, and assigns, hereby release, waive, and discharge FPUSA, its affiliated clubs, officers, directors, agents, employees, volunteers, sponsors, and any other associated entities or individuals (collectively, the "Released Parties") from any and all claims, liabilities, demands, actions, or causes of action of any kind whatsoever, whether known or unknown, arising out of or in any way related to any injury, illness, damage, loss, or harm suffered in connection with my participation in any FPUSA-related events, club activities, or any associated gatherings, whether such harm is caused by the negligence of the Released Parties or otherwise.

This release includes, without limitation, any claims arising from my own negligence, recklessness, or misconduct, including but not limited to participation while under the influence of alcohol, drugs, or any other impairing substance. I acknowledge and accept that engaging in FPUSA-related activities while intoxicated may significantly increase the risk of personal injury or harm to myself and others. I further understand that the Released Parties make no representations or warranties regarding the safety of any event, facility, equipment, or playing conditions and that I assume full responsibility for any consequences resulting from my participation, including any risks associated with my own actions or the actions of others.

### **3. INDEMNIFICATION**

I agree to indemnify and hold harmless the Released Parties from any claims, liabilities, damages, or costs (including attorneys' fees) arising from my participation in any FPUSA Event or club activity.

### **4. MEDICAL AUTHORIZATION**

I authorize FPUSA and event organizers to seek emergency medical treatment on my behalf if I am unable to consent. I understand that I am responsible for any medical costs incurred as a result of my participation in FPUSA Events and club activities.

### **5. COMPLIANCE WITH RULES**

I agree to abide by all rules and regulations set forth by FPUSA and event organizers, including but not limited to safety guidelines, sportsmanship standards, and venue-specific policies.

### **6. MEDIA RELEASE**

I grant FPUSA and its affiliates the right to use my likeness, image, voice, and performance in photographs, videos, and other media for promotional, educational, and informational purposes without compensation.

### **7. SEVERABILITY**

If any provision of this Waiver is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## **8. GOVERNING LAW**

This Waiver shall be governed by the laws of the state or jurisdiction in which the FPUSA Event, including but not limited to competitions, tournaments, trainings, meetings, or any affiliated activities, occurs, without regard to conflict of law principles. Any dispute, claim, or controversy arising out of or relating to this Waiver, including its enforcement, interpretation, or alleged breach, shall be resolved exclusively through binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its applicable rules. The arbitration shall take place in the state where the FPUSA Event occurred, unless otherwise mutually agreed upon in writing by the parties. The costs of arbitration, including administrative fees and arbitrator compensation, shall be borne equally by both parties, provided, however, that each party shall be responsible for its own attorneys’ fees and costs, unless otherwise required by applicable law or the arbitrator determines that a different allocation is appropriate. The decision of the arbitrator shall be final and binding on both parties and may be entered as a judgment in any court of competent jurisdiction.

## **9. DURATION OF WAIVER**

If I am an FPUSA member, this waiver shall remain in effect for the duration of my membership for all FPUSA-related events and club activities in which I participate. If I am not a member, this waiver applies for the specific event(s) I am participating in and may need to be renewed for future participation.

By signing below, I acknowledge that I have read and understood this Waiver and Release of Liability. I voluntarily agree to its terms.

Participant Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Club affiliation: \_\_\_\_\_

## **Member/Club Official/Event Manager:**

All signed waivers must be submitted to the FPUSA Secretary at [secretary@usapetanque.org](mailto:secretary@usapetanque.org).