

You must read, accept, and sign this Agreement before participating in the *Illinois Arborist Association (IAA)* Tree Climbing Championship.

In consideration of being permitted to participate in the IAA Tree Climbing Championship conducted and/or hosted by the Illinois Arborist Association (a Component of the ISA) I understand and agree that:

## Please initial

- **Risk of Injury**: Risk of serious bodily harm, injury, paralysis, or death, as well as damage to my equipment and personal property, may occur with respect to my participation in the IAA Tree Climbing Championship, including, but not limited to, activities related to climbing, aerial lifts, the use of equipment and facilities, and officiating.
- **Assumption of Risk**: I accept and assume the risks, known and unknown, related to my participation in the IAA Tree Climbing Championship, including, but not limited to, injury or damage arising from, or related to, the negligence or actions of the IAA, and other parties.
- No Physical or Medical Limitation: I am unaware of any disease, injury, or any other physical or medical condition that would impair or limit my ability to participate in the IAA Tree Climbing Championship. I understand that IAA encourages all participants to maintain appropriate health insurance throughout their participation in the IAA Tree Climbing Championship because of the risks of serious injury.
- **Release of Claims:** I release and discharge the IAA, their officers, directors, members, employees, volunteers, representatives, and respective successors and assigns (Releasees) from and against any present and future loss, damage, action, liability, or claim (claims), known or unknown, relating to or arising from my participation in, or association with, the IAA Tree Climbing Championship.
  - **Indemnification of Releases**: I will indemnify, defend, and hold the Releasees harmless from and against any loss, damage, claim, demand, action, judgement, fine, penalty, or liability, including costs and attorney fees, incurred by the Releasees resulting from, arising out of, or related to my participation, involvement, or association with, the IAA Tree Climbing Championship.
- **Insurance**: I understand that IAA strongly advises all Tree Climbing Championship participants to maintain personal health insurance throughout their participation in any IAA Tree Climbing Championship. IAA has also advised that it currently maintains a supplemental medical insurance policy on behalf of participants in IAA Tree Climbing Championship conducted in the United States and Canada. This supplemental medical insurance policy may provide a benefit up to \$250,000 (USD) for medical costs associated with an injury sustained during participation in the IAA Tree Climbing Championship. I further understand and agree that this medical insurance policy is: (a) applicable only to the IAA Tree Climbing Championships that occur in the United States and Canada; (b) conditioned on my compliance with, and satisfaction of, the terms and conditions of all Agreements between IAA and the insurance carrier, and the insurance policy; (c) supplemental and secondary to my own personal health insurance; and, (d) limited only to eligible costs in excess of my personal insurance benefits, and may not apply to co-pays, deductibles, and other insurance costs. I further understand and agree that IAA does not covenant, agree, or promise to continue to provide the supplemental medical insurance policy, and it may cancel such policy at any time.
  - **Compliance with Event Rules**: I will comply with and abide by: all rules and regulations issued, adopted, published, or otherwise issued by ISA and IAA related to the IAA Tree Climbing Championship including, but not limited to, the ISA ITCC Rule Book; and, all instructions, rulings, and directions of ISA and IAA Event officials and personnel.
  - **No Employer Objection**: If required by my employer, I have informed my employer of my participation in the IAA Tree Climbing Championship, and my employer has not objected to such participation.



## Please initial

Agreement Term: This Participant Agreement and Release will remain valid for twelve (12) months from the date I have signed below and applies to all IAA Tree Climbing Championships held during that period, or until such time as I expressly revoked the Agreement in writing delivered to the ISA and IAA. I understand that if I revoke the signed Agreement, it will be for future events not ones that happened previous to the notification. I understand that I will not be permitted to participate in any IAA Tree Climbing Championship upon revocation of this Participant Agreement and Release.

**\_\_\_\_\_ Governing Law**: This Participant Agreement and Release will be governed by and construed in accordance with the laws of the State of Illinois. To the extent permitted by governing law, I hereby waive any applicable law, rule, or regulation that would invalidate or otherwise limit any term of this Participant Agreement. If any court of competent jurisdiction determines any term in this Participant Agreement to be invalid or unenforceable to any extent, such term(s) shall be severed, and the remaining terms of this Participant Agreement shall remain in full force and effect.

**Parties**: All of the terms of this Participant Agreement and Release, apply to, and bind, me and my heirs, assigns, personal representatives, and executors.

I have read and understand the terms and conditions of the IAA Tree Climbing Championship Participant Agreement and Release. By checking the box below labeled "I AGREE," I hereby accept and agree to all such terms and affirm that I am 18 years of age or older. I understand that I am voluntarily giving up legal rights by accepting this Agreement and Release.

I Agree Date:	
Participant Name printed:	-
Participant Address:	_
Signature:	-