



**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL
CONSENT AGREEMENT
("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way in the sports, recreation, and/or fitness activities (hereinafter each an "Activity" and collectively the "Activities") I, for myself, and for my personal representatives, assigns, heirs, and next of kin:

- 1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity or Activities and that I am qualified, in good health, and in proper physical condition to participate in the Activity or Activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity or Activities.
- 2. FULLY UNDERSTAND THAT: (a) THE ACTIVITY or ACTIVITIES INVOLVE(S) 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 or Activities, the condition(s) in which the Activity or Activities take(s) place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; 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, or that of the minor, in the Activity or Activities.
- 3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE BRANCBURG SPORTS COMPLEX L.L.C., its owners, administrators, directors, agents, officers, members, volunteers, and employees, other participants, sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity or Activities take(s) place, (each considered one of the "RELEASEES" herein) 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 ONE OR MORE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of any such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY 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.

Printed Name of Participant: _____

Address: (Street) (City) (State) (Zip) _____

Phone: _____ Email: _____

Participant's Signature (only if age 18 or over):

_____ Date: _____

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE ACTIVITY OR 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 OR ACTIVITIES. 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 ONE OR MORE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION 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, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM. I GIVE TO BSC AND IT'S DESIGNEES, AGENTS, AND ASSIGNS UNLIMITED PERMISSION TO USE, PUBLISH AND REPUBLISH IN ANY FORM OR MEDIA, REPRODUCTIONS OF MY LIKENESS, OR MY CHILDS LIKENESS PHOTOGRAPHIC OR OTHERWISE, WITH OR WITHOUT IDENTIFICATION OF ME OR MY CHILD BY NAME.

Printed Name of Parent/Guardian: _____

Address: (Street) (City) (State) (Zip) _____

Phone: _____ Email: _____

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18):

_____ Date: _____