

RELEASE OF LIABILITY -- READ BEFORE SIGNING

In consideration of being allowed to participate in any way with (Name of Organization), its related events and activities, I, _____, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS (Name of Organization) their officers, officials, agents and/or employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessor's of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT , FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

x _____ Age: _____ Date Signed: _____
PARTICIPANT'S SIGNATURE

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasee's, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasee's from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

x _____ Date Signed: _____
PARENT/GUARDIAN'S SIGNATURE (print name)

This is a sample waiver & release form recommended by K&K Insurance Group. It is advisable that the form should be reviewed by your legal representative.

AGREEMENT, WAIVER AND RELEASE OF LIABILITY

In exchange for being allowed to use certain recreational facilities located at 200 E. 186th Street, Westfield, Indiana (collectively, the "Facilities"), I, and if I am not yet 18 years old, my parent(s) or legal guardian(s), agree to be bound by each of the following:

1. **Use of Facilities.** I will use and occupy the Facilities only as permitted by Grand Park Fieldhouse, LLC ("Grand Park") in its sole and exclusive discretion. In addition, I agree to the following terms respecting my use of the Facilities:

A. **Compliance with Law.** I will not use or occupy any portion of the Facilities for any conduct or activity that is in violation of any statute, ordinance, order, regulation, or rule of any federal, state, county, or municipal authority or for any conduct or activity that Grand Park, in its sole and exclusive discretion, deems disreputable, potentially dangerous or hazardous to persons or property, lewd, indecent, or otherwise objectionable. I agree to be bound by all Rules and Regulations as may from time to time be adopted by Grand Park for the use and occupancy of the Facilities.

B. **Limitations.** I will use only the Facilities and not any surrounding or contiguous areas other than for ingress and egress to and from the Facilities. Further, I understand and acknowledge that my use of the Facilities is non-exclusive and that there may be other individuals occupying and/or using the Facilities concurrently with me. I agree that Grand Park shall have full, complete, and absolute authority to establish the schedules for the use of the Facilities. I agree to comply with all such schedules.

C. **Enforcement Authority.** I agree that Grand Park shall have the right to enforce all Rules and Regulations pertaining to the Facilities and all terms of this Agreement, Waiver and Release of Liability (the "Agreement") and to eject me from the Facilities and suspend or revoke my right to use the Facilities for violations thereof or if I exhibit conduct or behavior that Grand Park, in its sole and exclusive discretion, determines is inappropriate, dangerous, or otherwise objectionable.

2. **Risks; Release and Waiver; and Indemnification.** I understand that Grand Park and its representatives may not be present during my use of the Facilities. I understand that my use of the Facilities may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Agreement is intended to address all of the risks of any kind associated with my use of the Facilities, including, but not limited to risks created by the following: (i) the use and condition of the Facilities and/or any equipment or amenities therein or thereon; (ii) the Rules and Regulations governing the occupancy or use of the Facilities (or the lack or inadequacy thereof); (iii) the failure of Grand Park to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons; (iv) the inadequacy or unavailability of medical facilities or treatment at or near the Facilities; and (v) the lack or inadequacy of supervision at the Facilities. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my occupancy or use of the Facilities. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my occupancy or use of the Facilities. I release Grand Park and its members, managers, directors, officers, employees, agents, volunteers, successors, and assigns (collectively, the "Released Parties") from any and all liability for, and waive any and all claims for, injury, loss, or damage in any way connected with my occupancy or use of the Facilities, except to the extent prohibited by Indiana law. I agree to indemnify and to hold harmless the Released Parties, including Grand Park, from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees, in any way connected with or arising out of the occupancy or use of the Facilities by me or by any other party or person purportedly deriving the right to use or occupy the Facilities by or through me, except to the extent prohibited by Indiana law.

3. **Miscellaneous.**

A. **Binding Effect.** This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin and assigns and shall inure to the benefit of all Released Parties and their respective successors and assigns.

B. **Severability.** If any term or provision of this instrument or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.

C. **Applicable Law.** This instrument shall be governed, construed, and enforced in accordance with the law of the State of Indiana.

D. **Merger.** This instrument supersedes all prior waivers and written or oral understandings, agreements or contracts concerning any use of the Facilities.

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