

# Youth Waiver – KnockerBall Michigan

Please read carefully before signing. Must be filled out completely.

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

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

## ASSUMPTION OF RISK, RELEASE WAIVER AND INDEMNITY AGREEMENT

AS A CONDITION OF PARTICIPATING IN THE ACTIVITY OF KNOCKERBALL AT THE LOCATION, YOU ARE SIGNING THIS AGREEMENT, AND ARE GIVING UP FOREVER YOUR RIGHTS TO SUE RELEASEES (dba KnockerBall Ann Arbor) FOR ANY REASON WHATSOEVER FOR ANYTHING OCCURRING AT THE LOCATION OR DURING THE ACTIVITY.

The Participant being fully aware of the INHERENTLY DANGEROUS risks and hazards inherent upon participating in the Activity at the Location, hereby elects voluntarily to engage in the Activity and enter upon said Location. The Participant hereby voluntarily assumes all risks of loss, damage, or injury, including death that may be sustained by the Participant, or any property of the Participant, while engaged in the Activity at the Location.

In consideration of the permitted to enter upon the Location and/or engage in the Activity, Participant, being of lawful age does for himself/herself, and his/her heirs, executors, administrators and assigns, now releases and forever discharges, waives and covenants not to sue, any person or entity including but not limited to Company and all who or which succeed to Company's interest, and its officers, directors, members, managers, shareholders, agents, employees, independent, contractors, paramedics, health care providers, security, personal representatives, promoters, sponsors, advertisers, owners, lessees, lessors, guests, customers, spectators or anyone else located at or related to the Activity or the Location, and each of them, all referred to herein as "RELEASEES," for and on account of any and every claim, demand, action or right of action, of any kind of nature, either in law or in equity, known or unknown, from the Date hereof until the end of time, for all manner of loss or damage, and any claim for loss or damage, known or unknown, on account of injury to the person or property of Participant or resulting in the death of Participant whether caused by negligence, of "RELEASEES" or for any reason whatsoever including, but not limited to, Participant engaging in the Activity at the Location.

Participant assumes full responsibility for, and risk of, bodily injury, death or property damage due to the negligence of RELEASEES or otherwise, while in or upon the Location and/or while engaging in the Activity.

Participant agrees that this Assumption of Risk, Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State in which the Location is located and that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Participant HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEE and each of them from any loss, damage, attorney fees, costs of litigation, or any other costs they may incur due to Participant's misrepresentations herein and/or for any breach of this Agreement and the warranties contained herein including, but not limited to, any costs of litigation and attorney's fees associated with any claim or suit related to Participant's participation in the Activity at the Location.

PARTICIPANT UNDERSTANDS THAT THIS IS A CONTINUING RELEASE AND INDEMNITY AGREEMENT WHICH NEVER EXPIRES AND APPLIES TO ALL INJURIES, DAMAGES, CLAIMS, LIABILITY, WHETHER ARISING THROUGH RELEASEES NEGLIGENCE OR OTHERWISE, AND/OR INHERENTLY DANGEROUS ACTIVITIES OCCURRING PRIOR TO THE DATE OF ITS EXECUTION UNTIL THE END OF TIME.

I grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or video tape without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording.

This Agreement contains the entire agreement between the parties and the terms of this Agreement are contractual and not mere recital.

Participant further states that he or she has carefully read this Agreement and knows the contents of and signs this Agreement as his or her OWN FREE ACT.

CONSENT OF PARENT/GUARDIAN FOR PARTICIPANTS UNDER 18 - I REPRESENT THAT I AM THE PARENT/GUARDIAN OF THE ABOVE LISTED PARTICIPANT, WHO IS UNDER 18 YEARS OF AGE. I HAVE READ THE ABOVE AGREEMENT AND AM FULLY FAMILIAR WITH THE CONTENTS THEREOF. IN CONSIDERATION FOR ALLOWING MY CHILD/WARD TO PARTICIPATE IN THE ACTIVITY, I HEREBY CONSENT TO THE FOREGOING ON BEHALF OF MY CHILD/WARD AND AGREE THAT THIS AGREEMENT SHALL BE BINDING UPON ME, MY CHILD/WARD, AND OUR HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES AND ASSIGNS

Parent/Guardian Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_