

Merced Indoor Sports Center

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT

**IN CONSIDERATION of being permitted to participate in any way in the
MERCED INDOOR SPORTS CENTER activity,
I, for myself or minor child for personal representatives, assigns, heirs, and next of kin:**

1. Acknowledge, agree, and represent that I understand the nature of MERCED INDOOR SPORTS CENTER Activities and that I am or minor child is qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at anytime I believe conditions to be unsafe, I will immediately discontinue Further participation in the activity.
2. FULLY UNDERSTAND THAT: MERCED INDOOR SPORTS CENTER ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (RISKS); These risks and dangers may be caused by my own or minor child's actions or inaction's or inaction's, the actions Or inaction's of others participating in the activity, the condition in which the activity takes place or the negligence of the "releases" named on back of said waiver; There may be other risk 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, cost, and Damages I incur as a result of my participation or that of the minor in the activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE MERCED INDOOR SPORTS CENTER, their Respective administrators, directors, agents, officers, members, volunteers, and employees. Other participants, any sponsors Advertisers, and, if applicable, owner and lessors of premises on which the activity takes place, (each considered one of the "RELEASED" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMEAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASES" OR OTHER WISE, 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 releases , I will indemnify, save, and hold harmless each of the releases from Any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.
4. I acknowledge that this is an OPEN LEAGUE. There are no age restrictions, Parents or Guardians signing for minor child Must acknowledge their MINOR CHILD WILL BE PLAYING WITH PARTICIPANTS 18 AND OLDER. Participants 18 And older must acknowledge they WILL BE PLAYING WITH PARTICIPANTS 17 AND YOUNGER .

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS PAGE OR THE BACK OF THIS PAGE 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 LIABILTIY 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.