



PINNACLE SPORTS, LLC RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY, PARENTAL CONSENT AND PHOTO RELEASE AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in ANY PINNACLE SPORTS activity ("Activity") I, for myself, for personal representatives, assigns, heirs, next of kin and minor/s:

- 1. ACKNOWLEDGE, agree, and represent that I understand the nature of Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. 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.
2. FULLY UNDERSTAND THAT: (a) Activity involves risks and dangers of serious bodily injury, including - but not limited to - permanent disability, paralysis, and death ("risks"); (b) these risks and dangers may be caused by my own actions 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 "releasees" named below; (c) 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, COSTS, 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 PINNACLE SPORTS, 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 "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 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 may incur as the result of such claim.
4. WHILE participating in Activity or while at a Pinnacle Sports Facility, I agree that my/our conduct will reflect and mirror the Mission of Pinnacle Sports. Failure to abide by the Mission of Pinnacle Sports shall be reason to retain any fees and terminate the agreement to participate, lease, rent, etc. by Pinnacle Sports.
5. MINOR RELEASE: And I, the minor's parent and/or legal guardian, understand the nature of activity 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. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the releasee's 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 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.

PHOTO/VIDEO RELEASE

I, or the minor's parent and/or guardian, have read and agree to the forgoing provisions. Pinnacle Sports reserves the right to use photographs, negatives, reproductions and video tapes from events held at, or in conjunction with, the facility for display, publication, marketing, advertising and other purposes without the need to compensate me or my minor or without additional approval. Negatives and videotape will be the exclusive property of Pinnacle Sports.

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: _____ Date of Birth: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

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

Printed Name of Parent/Guardian: _____ Date: _____

Parent/Guardian Signature (only if participant is under the age of 18): _____

REFUND POLICY

Requests for refunds must be made in writing (mail, fax, email) and received by Pinnacle Sports prior to the starting date of the event scheduled. There will be no refunds given after the start of the event. Pinnacle Sports may, in its sole discretion, provide a refund or credit toward future Pinnacle Sports programs. A \$25 processing fee will be charged to ALL refunds. Any credits will not be charged a processing fee. A full refund will be given for all programs or events cancelled by Pinnacle Sports (no written request is required) EXCEPT for any acts beyond the reasonable control of Pinnacle Sports, including, without limitation, any acts of GOD. Credit card refunds, if approved, will be processed within one week of the request. Cash and check refunds, if approved, will be processed within four weeks of the request. All returned checks and declined credit cards will be subject to a \$25 handling charge. Note for facility agreements: Only customers, engaged in team training conducted by Pinnacle Sports, who sign a facility agreement form may request a refund, based on the above policy.