



**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 indemnity, 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): \_\_\_\_\_

**By signing this waiver you are also including NEO Bubble Soccer waiver (see back of form), its programs/activities and its staff in your release and waiver of liability, assumption of risk and indemnity, parental consent and photo release agreement.**

Entry No. \_\_\_\_\_

## Release and Waiver of Liability and Indemnity Agreement

(Read Carefully before Signing)

In consideration of being permitted to participate in any way with **NEO Bubble Soccer** indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below **NEO Bubble Soccer** event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agree that, if at any time, i feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/WE fully understand that:
  - a. There are risks and dangers associated with participation in **NEO Bubble Soccer** events, and activities, which could result in bodily injury partial and/ or total disability, paralysis, and death.
  - b. The social and the economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
  - c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releases named below.
  - d. There may be other risks not known or are not reasonably foreseeable at his time.
3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releases named below.
4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE **NEO Bubble Soccer** and/or any facilities used by the participant(s), including its owners, managers, promoters, lessees of premises used to conduct **NEO Bubble Soccer** events or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding **NEO Bubble Soccer** facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee"... FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives assigns, executors, heirs and next to kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OFOR RELATING TO THE EVENT (S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.
5. I/WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as it permitted by the aw of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
7. On behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant execute this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releases, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money, which they have paid to the participant or on his behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**SIGNATURE ON THE FRONT OF THIS FORM APPLIES.**