

SportsZone Inc.-Insurance Waiver

Adult and Minor Participant Waiver/Release/Assumption of Risk/Agreement

In consideration of participating in any way in the athletics/sports programs, and/or otherwise participating in or attending events or activities, at SportsZone Inc. (SZ) during the twelve (12) month period Nov.1-Oct. 31 coinciding with the date of receipt of this document, the undersigned, both individually and on behalf of any minor for whom the undersigned is legally responsible.

1. Agrees that he or she, or as the parent(s) or legal guardian(s) of minor participant, shall, prior to participating in an activity at SZ, inspect the facilities and equipment to be used, and if the participant believes anything is unsafe, shall immediately inform personnel employed at the front desk of SZ of such condition(s) and refuse to participate unless and until such condition(s) is cured or removed.
2. Acknowledges and fully understands that each participant will be engaging in activities that by the inherent nature of the activity involve a risk of serious injury, including the potential of permanent disability and death, and understands and accepts that severe social and economic loss may result not only from his or her own actions, inactions, or negligence, as well as from the actions, inactions or negligence of others, the rules of play, and/or from any equipment in the facility or which is used in the normal course of such activity.
3. Assumes all of the foregoing risks and accepts responsibility for any injury, disability or death to me and /or my child, as well as, any damages, whether social or economic, arising from participation in an activity at or involving SZ, inclusive of such harm arising from conduct of others who are also participating therein. I do not however, accept responsibility for any injuries or damage to me and/or my child arising while participating in an activity at SZ which is caused by a reasonable foreseeable physical condition on the premises.
4. Represents that I, or my child, am qualified, in good health and in proper physical condition to participate in activity(ies) at SZ and hereby authorize any representative of SZ, or medical provider, to seek medical attention on my behalf, or on behalf of my child, to ensure my well being, or the well being of my child, without any legal liability whatsoever, inclusive of any responsibility for any negligent rescue operations.
5. Releases, waives, discharges and covenants not to sue SZ, it's affiliated clubs, administrators, members, directors, agents, coaches, referees and/or other employees

of SZ, other participants, sponsoring agencies, sponsors, advertisers, owners and lessors/lessees of the premises used to conduct the event or activity in which I, or the minor participant for whom I am responsible, participate (all of which are hereinafter referred to as “releasees”), from any and all liability to each of the undersigned, his or her heirs and the next of kin, for any and all claims, demands, losses or damages on account of any injury, including death or damage of property, caused or alleged to have been caused, in whole or in part, by the releasees or otherwise. I so agree independently on behalf of myself as to any claims I may have as a participant/spectator and/or as the parent of legal guardian of the subject minor/child, and separately on behalf of the subject minor/child.

6. Hereby authorizes the use in any promotional materials of any photograph taken of me, or my child, while participating in any activity at SZ.
7. Agrees that all disputes arising from an injury or claim whatsoever at, or relating to , SZ shall be resolved by mandatory arbitration.

I/WE HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND THAT I/WE GIVE UP CERTAIN RIGHTS BY VOLUNTARILY SIGNING IT AND I/WE NEVERTHELESS DO SO.

Signature of Parent, Guardian, or Adult Participant: _____ *Date* _____

Printed Name of Parent, Guardian, or Adult Participant _____