

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM and PHOTO RELEASE ("RELEASE")

Date(s) of BubbleBall Event: _____ I (and/or my child) am/is participating in a BubbleBall event on the date(s) specified ("Event"). In consideration for allowing me to use the field and equipment, and to participate in BubbleBall I (and/or my child) HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS EVENT, including by way of example and not limitation, any risks that may arise from negligence, gross negligence, or carelessness on the part of the persons or entities being released or other participants or volunteers in the event, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of any other possible liability. I also agree to all terms of this Release. I acknowledge that this Release will be used by the Event holders and organizers, and that it will govern my actions and responsibilities at the Event and that it will apply equally to any future BubbleBall event in which I participate, whether I am required to sign an additional release for such future events or not.

I am participating in this Event purely on a voluntary basis. It is for recreational purposes only and is not required, expected, or encouraged as a condition or part of my employment, school curriculum, or otherwise. I certify that there are no health-related reasons or problems that preclude my participation in this Event and that I have not been advised to not participate in this Event, or any other athletic activities, by any medical professional.

I hereby agree as follows:

- (A) I ACKNOWLEDGE, agree, and represent that I understand the nature of sports activities, specifically BubbleBall 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.
- (B) FULLY UNDERSTAND THAT: (a) SPORTS ACTIVITIES, SUCH AS BUBBLEBALL, INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inaction, the actions or inaction of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" DEFINED BELOW; (c) there may be OTHER RISKS 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 participating in the Activity.
- (C) I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE MICHAEL ADAMS D/B/A CNY BUBBLEBALL, 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.

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during the Event (including during travel to and from the Event). For the sake of clarity, any decision or act by any Releasees to provide, request, or otherwise induce the provision of any medical treatment to me as a result of an injury, accident, or illness during the Event shall be covered by this Release.

I understand that at this Event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness, voice, or persona to be used for any legitimate purpose, including commercial purposes, by any of the Releasees, without fee or royalty.

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: _____ **DOB** _____

Address: (Street) (City) (State) (Zip) _____

Home Phone: _____ **Cell Phone:** _____ **Email:** _____

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

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF SPORTS ACTIVITIES, INCLUDING BUBBLEBALL, 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 THEY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM. I FURTHER AGREE TO ALLOW RELEASEES TO USE PHOTOS, VIDEOS, FILM LIKENESS, VOICE OR PERSONA FOR ANY LEGITIMATE PURPOSE INCLUDING COMMERCIAL PURPOSES. THIS CONTRACT CONSTITUTES OUR ENTIRE AGREEMENT AND IT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Printed Name of Youth _____ **DOB** _____ **Age** _____

Printed Name of Parent/Guardian: _____

Address: (Street) (City) (State) (Zip) _____

Home Phone: _____ **Cell Phone:** _____ **Email:** _____

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): _____ **Date:** _____

If Participant is under the age of majority, I hereby certify that I am the parent / legal guardian (circle appropriate one) of the above-named minor(s) and do hereby give permission for him/her/them to participate in the BubbleBall Event and activities. I understand that this permission and release form shall be on file and shall be effective as long as the child is a minor or until we receive written request from me to terminate this permission.

