



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

IN CONSIDERATION of being permitted to participate in the "Activity/Sports" at Manta Fieldhouse, I, for myself for personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent I understand the nature of Activities/Sports and am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND: (a) ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) Risks and dangers may be caused by my own actions/inactions, actions/inactions of others participating in Activity/Sports, conditions in which Activity/Sports takes place, or NEGLIGENCE OF "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 RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity/Sports.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Manta Fieldhouse, its respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, sponsors, advertisers, and if applicable, owner and lessors of the Manta Fieldhouse on which the Activity/Sports 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 NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS. 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 Release, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH RELEASEE from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

4. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND 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. I AGREE IF ANY PORTION OF THIS AGREEMENT IS HELD INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

**PHOTO/VIDEO/EMAIL RELEASE**

I HEREBY AUTHORIZE MANTA FIELDHOUSE AND ITS ASSIGNS TO UTILIZE ANY AND ALL PHOTOGRAPHS, PICTURES, VIDEOS, EMAIL ADDRESSES OR OTHER LIKENESS OF ME OR ANYONE ASSIGNED GUARDIANSHIP TO ME, AS IT DEEMS APPROPRIATE IN PROMOTIONAL MATERIALS OR TEAM FILMS

Printed Name of Participant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

**MINOR RELEASE**

I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF ACTIVITIES/SPORTS AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND 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 RELEASEE 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 NEGLIGENCE OF ANY RELEASEE OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY RELEASEE NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH RELEASEE FROM

ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM

Printed Name of Parent/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Parent/Guardian Signature (only if participant is under age 18): \_\_\_\_\_ Date: \_\_\_\_\_