



Fairport Dodgeball Individual Waiver

Fairport Dodgeball, LLC and its (their) directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releasees")

"SPORT ACTIVITIES":

Dodgeball, soccer, basketball, birthday party, youth and adult formal or informal play/activity of any kind (to be referred to as "SPORT" in this document).

DEFINITION

In this Release Agreement, the term "SPORT" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: "SPORT"; "SPORT" rental; orientational and instructional courses, lessons, seminars and sessions; travel, transport and accommodation; and other such activities, events and services in any way connected with or related to "SPORT".

PROTECTIVE EQUIPMENT

I have been advised to wear all protective equipment that is required by the rules and regulations of the governing body for my "SPORT".

ASSUMPTION OF RISKS

I understand and acknowledge that participation in "SPORT" involves inherent risks, including but not limited to physical injury, illness, property damage, and death. I voluntarily assume all such risks associated with my participation.

I understand and hereby affirm relative to my participation in any activity at Fairport Dodgeball that involves physical exercise or exertion that I am to follow the advice of my personal physician, including any restrictions, recommendations or instructions which my personal physician has provided. I am freely and voluntarily participating in physical activity which involves physical exercise and/or exertion at Fairport Dodgeball located at 6720 Pittsford Palmyra Rd, Fairport NY 14450.

I, on behalf of myself, my beneficiaries, heirs and assigns covenant and agree to indemnify, protect, defend and save harmless Fairport Dodgeball, LLC, their agents, representatives, employees (former, current or future employees), members, officers, directors, officials, successors and/or assigns from and against any and all damages, losses, charges, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, and/or expenses, including, without limitation, all reasonable attorneys' fees, which may now or in the future be undertaken, suffered, paid, awarded, assessed, imposed, asserted or otherwise incurred by Fairport Dodgeball, LLC, their agents, representatives, employees (former, current or future employees), members, officers, directors, officials, successors and/or assigns relating to, resulting from or arising out of my use and/or participation at Fairport Dodgeball located at 6720 Pittsford Palmyra Rd, Fairport NY 14450, including but not limited to any loss or liability to my person or property, also including viral infections, bacterial infections and other communicable diseases and illnesses, or to that of any other person or property.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH "SPORT" AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in "SPORT" and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in "SPORT" DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN "SPORT" REFERRED TO ABOVE;

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in "SPORT."

This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province where the "SPORT" takes place and no other jurisdiction; and

Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the "SPORT" takes place and shall be within the exclusive jurisdiction of the Courts of that province. In entering into this release agreement, I am not relying on any oral or written representations or statements made by the releasees with respect to the safety of participating in "SPORT", other than what is set forth in this Release Agreement.

RULES/POLICIES:

I AGREE TO COMPLY with any and all rules including policies and procedures, regulations, terms, code of conduct, and conditions for participation in the "SPORT" or activity. I agree to inspect the equipment and premises to be used prior to participation. If I believe that anything is unsafe, I will inform Fairport Dodgeball officials, referees or facilities owners of the issue and refuse to participate.

PHOTO/VIDEO RELEASE:

I grant the right to have photographs and/or video recordings taken of me during my participation at Fairport Dodgeball in any activity and use such materials for promotional purposes without compensation to me.

MEDICAL TREATMENT RELEASE:

I GRANT AUTHORITY to staff and volunteers of Fairport Dodgeball to render a judgment concerning medical assistance or hospital care in the event of an accident or illness that renders me unable to make judgments myself.

LEGAL REVIEW OF AGREEMENT:

I have been advised to seek review of this agreement with an attorney if I have any concerns regarding this agreement or do not understand the meaning of terms contained herein such as "waiver," "assumption of risk" or other legal terms. If I do not seek such legal review, Fairport Dodgeball will reasonably assume that I substantially understand any rights I am giving up in this agreement and have waived the right of legal review of this agreement.

If participant is 18 years of age or older:

I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER FORM AND RELEASE OF LIABILITY, AND I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT FREELY, KNOWINGLY, AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS. I DECLARE THAT I AM EIGHTEEN (18) YEARS OLD OR OLDER AND AM LEGALLY COMPETENT TO EXECUTE THIS FORM:

Participant Name: _____ Date _____

Participant Signature: _____ Date _____

If participant at least 10 years of age and UNDER 18 years of age:

I ACKNOWLEDGE THAT I HAVE READ THIS LIABILITY WAIVER FORM AND RELEASE OF LIABILITY, AND I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT FREELY, KNOWINGLY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS, ON BEHALF OF SAID MINOR PARTICIPANT. I UNDERSTAND AND AGREE THAT NO ORAL OR WRITTEN REPRESENTATIONS CAN OR WILL ALTER THE CONTENTS OF THIS DOCUMENT.

ALL PARTICIPANTS MUST BE AT LEAST 10 YEARS OF AGE IN ORDER TO PARTICIPATE IN ANY "SPORT," TRAINING, LESSON, PARTY, GAME OR ACTIVITY AT FAIRPORT DODGEBALL.

Participant Name: _____ DOB: _____ Date _____

Participant's Parent/Legal Guardian Name: _____ Date _____

Participant's Parent/Legal Guardian Signature: _____ Date _____