

TRI-CITY TEAMWORKS CENTER

Organization Name: _____ Address: _____

Adult Participant/ Parent Name: _____ City: _____ State: _____ Zip: _____

Minor Participant Name: _____ Telephone: _____

Minor Participant Name: _____ Emergency Contact: _____

PARTICIPATION RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to use the Tri-City Teamworks Center, St Charles Illinois, athletic infield surfaces, nets, viewing/grandstand areas, parking areas, restroom facilities, all walkways and other areas (the "Athletic Facility") for coaching, practicing, officiating, training, competing, observing, or for any purpose participating in any athletic activity, including but not by way of limitation, arena sports activities and rescue operation (the "Activities"), each undersigned participant, for himself, his personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he has and will continuously thereafter, inspect such Athletic Facility and he does further warrant that his entry in or upon such Athletic Facility constitutes an acknowledgment that he has inspected such Athletic Facility and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about the Athletic Facility and he feels anything to be unsafe he will refuse to participate further in any activity will immediately advise the owner of such unsafe situation and will leave the Athletic Facility and not return. **Each undersigned participant acknowledges the dangers and risks attendant to the Activities and the particular athletic endeavor and discipline in which he is participating and acknowledges that arena sports activities involve risks of serious bodily injury including permanent disability and death .**

1. **EACH UNDERSIGNED PARTICIPANT HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE TRI-CITY TEAMWORKS, LLC** and North Randall Road Partners, LLC, their members, lessees, their directors, officers, agents, employees, volunteers and other participants (the "Releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the "Releasees" or otherwise while the undersigned is in or upon the Athletic Facility, and/or using the Athletic Facility for any of the Activities.

2. **EACH UNDERSIGNED PARTICIPANT HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE "RELEASEES"** and each of them from any loss, liability, damage or cost they may incur while the undersigned is in or upon the Athletic Facility, and/or using the Athletic Facility for any of the Activities whether caused by the negligence or of the "Releasees" or otherwise.

3. **EACH UNDERSIGNED PARTICIPANT HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of "Releasees" or otherwise while the undersigned is in or upon the Athletic Facility, and/or using the Athletic Facility for any of the Activities.

4. **Each of the undersigned** further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State of Illinois and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Each of the undersigned agrees that he is not an agent, servant, or employee of any of the "Releasees."

5. **Each undersigned participant** affirms the he has full legal capacity to sign this **PARTICIPATION RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT** and that he is over the age of eighteen and that the identification furnished to Releasees is both accurate and genuine.

THE UNDERSIGNED PARTICIPANT HAS READ THIS PARTICIPATION RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS AND UNDERSTANDS THAT SUBSTANTIAL RIGHTS ARE GIVEN UP BY SIGNING IT and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. Reference in this Agreement to any particular gender shall also include the opposite gender.

Signature Adult Participant/ Parent/Guardian

Age

Date

MINOR PARTICIPANT

This is to certify that I as parent and/or legal guardian of the minor participant understand the nature of the above described Activities 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 Activities. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the Releasees named above 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 indemnify, 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.

Signature of Parent Guardian

Date