

The BARNEY FAMILY SPORTS COMPLEX LLLP

Liability Waiver

IN CONSIDERATION of being permitted to participate in any way in the BARNEY FAMILY SPORTS COMPLEX activity I, for myself for personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of BARNEY FAMILY SPORTS COMPLEX activities 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.
2. FULLY UNDERSTAND THAT: (a) BARNEY FAMILY SPORTS COMPLEX ACTIVITIES 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's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "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 ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE BARNEY FAMILY SPORTS COMPLEX, 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.
4. WILL ADHERE to the rules set forth by the BARNEY FAMILY SPORTS COMPLEX for the facility, events and programs, and understand that these rules are subject to addition and change for the betterment and safety of all.

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: _____

Date: _____

Address: (Street) _____

(City) _____ (State) _____ (Zip) _____

Phone: (_____) _____ Email: _____

Activity: _____

PARTICIPANT'S SIGNATURE (if participant is over the age of 18): _____

Date: _____

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AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BARNEY FAMILY SPORTS COMPLEX 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 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 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.

Also, I hereby grant permission to the Barney Family Sports Complex (BFSC) to use my photograph or my child's photograph on its website or in other official printed publications without further consideration. I understand that the BFSC will not publish the names of the children in the photos at any time to keep our privacy. I also understand that once my image is posted on the BFSC website, the image can be downloaded by any computer user accessing the World Wide Web. Therefore, I agree to indemnify and hold harmless from any claims the following: BFSC Board of Directors, All BFSC Employees, and BFSC Volunteers.

Printed Name of Parent/Guardian: _____

_____ Date: _____

Address: (Street) _____

(City) _____ (State) _____ (Zip) _____

Emergency Contact #: () _____ Email: _____

Participant Date of Birth: ____/____/____ Age: ____ Activity: _____

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

_____ Date: _____