



MIGHTY SPORTS CENTER

ASSUMPTION OF RISK, WAIVER AND INDEMNITY AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY

IN CONSIDERATION of the people listed below being permitted to enter into the facilities offered by Mighty Sports Center and/or participate in any activities at Mighty Sports Center, I, the undersigned, agree as follows:

1. The activities offered by Mighty Sports Center require strenuous exercise and various degrees of skill. I understand that these Activities are extreme sports. The Mighty Sports Center cannot ensure my (or my child(ren)'s) safety and does not seek to eliminate all of the risks of the activities because they contribute to the thrill of the activities. The risk of injury from the activities involved is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I understand the risks and danger of personal injury, disability and/or death to me and/or the child(ren) listed below as a result of participating in the activities offered by Mighty Sports Center. I assume all risk of damage and/or injury to myself and the child(ren) listed below.
2. I willingly agree to comply with the stated and customary terms and conditions for participation. If however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
3. I understand that both I and the child(ren) listed below may be unfamiliar with the surroundings and activities at Mighty Sports Center facilities and there may be risks, including property damage, bodily injury or death ("Risks"). I understand that Mighty Sports Center, and its members, managers, directors, officers, agents, employees, volunteers, and individuals acting on its behalf (collectively, "Mighty Sports Center") cannot and do not assume responsibility for such Risks EVEN IF ANY SUCH RISKS ARE A RESULT OF ANY NEGLIGENCE OF MIGHTY SPORTS CENTER TO THE FULLEST EXTENT PERMITTED BY LAW. I FULLY AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS ON MY BEHALF AND ON BEHALF OF THE CHILD(REN) LISTED BELOW.
4. IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, ON BEHALF OF MYSELF, THE CHILD(REN) LISTED BELOW, MY FAMILY, HEIRS, ASSIGNS, AND PERSONAL REPRESENTATIVE(S), I AGREE TO ASSUME ALL THE RISKS AND RESPONSIBILITIES SURROUNDING THE ACTIVITIES OFFERED BY MIGHTY SPORTS CENTER. IN ADVANCE, I RELEASE, WAIVE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE MIGHTY SPORTS CENTER, THEIR OFFICERS, OFFICIALS, AGENTS AND/OR EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND IF APPLICABLE, OWNERS AND LESSORS OF PREMISES USED TO CONDUCT THE ACTIVITIES (RELEASEES), FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY HARM, DAMAGE, CLAIM, DEMAND, ACTION, CAUSE OF ACTION, COST OR EXPENSE OF ANY NATURE THAT I MAY HAVE, NOW OR IN THE FUTURE, ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING BUT NOT LIMITED TO MEDICAL EXPENSES, SUFFERING OR DEATH, THAT MAY BE SUSTAINED BY ME, THE CHILD(REN) LISTED BELOW OR ANY PROPERTY, WHETHER CAUSED BY ANY NEGLIGENCE OF MIGHTY SPORTS CENTER AND/OR ITS AFFILIATES WITH REGARD TO ANY ACTIVITIES OR FACILITIES AT THE EVENT TO THE FULLEST EXTENT PERMITTED BY LAW. IT IS MY EXPRESS INTENT THAT THIS RELEASE SHALL BE DEEMED A RELEASE, WAIVER, DISCHARGE AND

Initial _____

COVENANT NOT TO SUE MIGHTY SPORTS CENTER, THEIR OFFICERS, OFFICIALS, AGENTS AND/OR EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND IF APPLICABLE, OWNERS AND LESSORS OF PREMISES USED TO CONDUCT THE ACTIVITIES (RELEASEES).

5. I AGREE TO SAVE AND HOLD HARMLESS, INDEMNIFY, AND DEFEND MIGHTY SPORTS CENTER, THEIR OFFICERS, OFFICIALS, AGENTS AND/OR EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND IF APPLICABLE, OWNERS AND LESSORS OF PREMISES USED TO CONDUCT THE ACTIVITIES (RELEASEES), FROM ANY CLAIM BY ME, MY FAMILY, THE CHILD(REN) LISTED BELOW OR ANY OTHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO INJURIES TO ME AND/OR THE CHILD(REN) LISTED BELOW ARISING OUT OF THE AVTIVITIES AT MIGHTY SPORTS CENTER FACILITIES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES INCURRED BY MIGHTY SPORTS CENTER IN CONNECTION THEREWITH.

6. I agree that any controversy or claim arising out of or in any way connected to injuries to me and/or the child(ren) listed below relating to the activities at Mighty Sports Center facilities shall be settled by binding arbitration administered pursuant to the American Arbitration Association Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. I understand and agree that this arbitration provision applies to any claims by me, my family, and/or the child(ren) listed below.

7. I understand and agree that both I and the child(ren) listed below may be photographed, videotaped, recorded on digital media, and/or interviewed for the purpose of Mighty Sports Center promotional use.

8. I agree that my participation and/or the participation by the child(ren) listed below in activities at Mighty Sports Center facilities is completely voluntary. I certify that I'm over 18 years of age and have had an opportunity to ask any and all questions regarding the terms of this Agreement. I HAVE READ THIS DOCUMENT CAREFULLY, AND I ACKNOWLEDGE AND UNDERSTAND THE EFFECTS OF MY ASSUMPTIONS, RESPONSIBILITIES, RELEASES, WAIVERS, AND INDEMNIFICATIONS.

Print Player Name	Player Age	Player Signature	Print Guardian Name	Guardian Signature	Phone #	Email

Initial _____