

DANVERS INDOOR SPORTS LLC

150R Andover St
Danvers, Ma 01923
978-777-7529

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration for being allowed to attend and/or participate in any way in any program, event or activity at Danvers Indoor Sports LLC (Danvers Indoor Sports," DIS"), including but not limited to programs, events or activities. Participant acknowledges, appreciate and agree as follows:

- 1.The risk of injury from the activities involved in the programs and events at Danvers Indoor Sports is significant; such risk of injury includes, but is not limited to, the potential for permanent paralysis and death.
- 2.Participant acknowledges that Participant is attending and/or participating in such programs, events or activities at Danvers Indoor Sports, and will use and/or be present at Danvers Indoor Sports facilities or any other location used to conduct Danvers Indoor Sports programs or events, at the Participant's own risk.
- 3.Participant KNOWINGLY, FREELY AND VOLUNTARILY ASSUME AND ACCEPT FULL RESPONSIBILITY FOR ALL RISKS, both known and unknown, including but not limited to, the risk to the Participant of personal injury, disability, death and/or property loss, in relation to Participant's attendance and/or participation in the programs, events or activities of Danvers Indoor Sports, use of or presence at Danvers Indoor Sports facilities, and/or use of or presence at any location used to conduct any program or event of Danvers Indoor Sports, EVEN IF SUCH RISKS ARISE FROM THE NEGLIGENCE OF DANVERS INDOOR SPORTS AND/OR ITS OWNERS, OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, OTHER PARTICIPANTS, SPONSORS, ADVERTISERS, AND IF APPLICABLE, OWNERS AND LESSORS OF PREMISES USED TO CONDUCT A PROGRAM OR EVENT (collectively referred to as, the "DANVERS INDOOR SPORTS RELEASEES") or others.
4. Participant AGREE THAT THE DANVERS INDOOR SPORTS RELEASEES SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER arising from any personal injury, disability, death and/or property loss sustained by Participant and/or his/her family in relation to of Participant's attendance and/or participation in the programs, events or activities of Danvers Indoor Sports, use of or presence at Danvers Indoor Sports facilities, and/or use of or presence at any location used to conduct any program or event of Danvers Indoor Sports, EVEN IF SUCH DAMAGES ARISE FROM THE NEGLIGENCE OF DANVERS INDOOR SPORTS RELEASEES (defined above) or others.
5. Participant for himself/herself/themselves, and on behalf of his/her/their heirs, assigns, personal representatives and next of kin, hereby fully and forever RELEASE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS, THE DANVERS INDOOR SPORTS RELEASEES from any and all claims, rights of actions, demands, losses, damages and liability arising out of or related to any INJURY, DISABILITY, DEATH or property loss Participant may suffer in relation to Participant's attendance and/or participation in the programs, events or activities of Danvers Indoor Sports, use of or presence at Danvers Indoor Sports facilities, and/or use of or presence at any location used to conduct any program or event of Danvers Indoor Sports, WHETHER ARISING FROM THE NEGLIGENCE OF DANVERS INDOOR SPORTS RELEASEES OR OTHERWISE.
6. Participant agree that this Release of Liability and Assumption of Risk Agreement ("Release") shall be governed by the laws of the state of Massachusetts. If any provision of this Release shall be found to be invalid or unenforceable, this Release shall be interpreted as if such provision was not a part hereof, but this Release shall otherwise remain in full force and effect.
7. Participant agree that Participant will follow the rules of conduct and play set by Danvers Indoor Sports. Failure to do so may result in suspension from participation.
- 8.Participant agree that by checking the box below, he/she/they are effectively signing this Release and agreeing to be bound by its terms. HOUSE RULES AGREEMENT Safety, Fair play and Sportsmanship are the priorities at Danvers Indoor Sports. House Rules are designed to maintain the priorities during your experience at Danvers Indoor Sports. The following rules below are also established to protect and serve all players and participants during their visit to Danvers Indoor Sports. Any rule violations, aggressive play, fighting, or verbal abuse by any player will result in an immediate dismissal and subject to further review by the Danvers Indoor Sports. Balls and or other related equipment are restricted to playing fields only. Under no circumstances will any balls or projectiles be permitted outside of the playing surfaces. To keep the playing surfaces in top condition, it is necessary to restrict all Candy, Food, Gum, Coffee, Soda Cans, etc. from bench areas, or the playing fields. Oranges are not allowed at Danvers Indoor Sports. Although foods such as apples and bananas are healthy foods, they can still be unsanitary and infect the playing surfaces and as such are not allowed to enter the bench or playing areas. Water bottles with covers or lids may be brought onto the bench, or playing areas. No casts, watches, bracelets, earrings, or other pieces of jewelry that may be hazardous to self or others may be worn on the playing surfaces.Players must remove all jewelry before entering the playing surfaces, and/or benches areas. Pets are NOT allowed at the Danvers Indoor Sports facility.

MARKETING:

Danvers Indoor Sports values its customers. We respect your privacy and respect your security. We at DIS often send marketing material directly related to DIS. Danvers Indoor Sports also makes your email address available to only partners that market events directly related to events at DIS. I hereby authorize Danvers Indoor Sports hereafter referred to as "DIS," to publish photographs taken of me, and my name and likeness, for use in the DIS's print, online and video-based marketing materials, as

DIS WAIVER

well as other Company publications. I hereby release and hold harmless DIS from any reasonable expectation of privacy or confidentiality associated with the images specified above. I further acknowledge that my participation is voluntary and that I will not receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials or other Company publications. I acknowledge and agree that publication of said photos confers no rights of ownership or royalties whatsoever. I hereby release DIS, its contractors, its employees, and any third parties involved in the creation or publication of marketing materials from liability for any claims by me or any third party in connection with my participation. BY ACCEPTING BELOW, I, BEING THE PARTICIPANT CERTIFY THAT I HAVE READ THE ENTIRE ABOVE RELEASE, ACKNOWLEDGE THAT IT IS A RELEASE OF LIABILITY, FULLY UNDERSTAND AND AGREE TO ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ENTERING INTO THIS RELEASE; I ACCEPT BELOW AND AGREE TO BE BOUND BY THE TERMS OF THIS RELEASE FREELY, VOLUNTARILY AND WITHOUT ANY INDUCEMENT. CONSENT 1. I, as the Participant, do hereby grant authority to the staff at Danvers Indoors Sports to render a judgment concerning medical assistance or hospital care in the event of an accident or illness. I do hereby authorize Danvers Indoor Sports and its assigns to utilize any and all photographs, pictures or other likeness of myself, as they deem appropriate in its promotional materials. 2. I as the Participant, agree that by accepting below, I am effectively signing this Consent and agreeing to be bound by its terms.

Name of Participant *

Parent/Guardian name if Participant is under 18

Date *

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