

## THE BURNSVILLE FIELDHOUSE

### Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement

The purpose of this agreement is to exempt, waive and relieve Releasees from liability for any personal injury, property damage, and wrongful death to the undersigned participant, even if caused by the negligence or breach of contract, if any, of the Releasees. "Releasees" include Burnsville Training Properties, LLC d/b/a The Burnsville Fieldhouse, its owners, members, managers, governors, agents, affiliates and employees, and each of them.

**Release of Liability and Waiver of Claims.** In consideration of the participant's use of the Releasee's Facility (known as The Burnsville Fieldhouse), participant (and the parent(s) or legal guardian(s) of participant, if applicable) hereby waives, releases and relinquishes any and all claims, rights, and causes of action that participant (and participant's parent(s) or legal guardian(s), if applicable) may have for any loss, damage, injury or expense, including for personal injury, property damage or wrongful death, occurring to participant, arising out of participant's participation in any activities at the Releasee's Facility or any activities incidental thereto, whenever or however they occur, including whether caused by the negligence or breach of contract, if any, of Releasees, and for such period said activities may continue. This release and waiver of all claims, rights, and causes of action by participant (and participant's parent(s) or legal guardian(s), if applicable) is also on behalf of my/our and participant's heirs, executors, administrators and assigns.

**Assumption of Risk.** Participant (and the parent(s) or legal guardian(s) of participant, if applicable) is/are aware that engaging in physical activities involves risks to participant's person including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. Participant (and the parent(s) or legal guardian(s) of participant, if applicable) further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and agree that all such risks and dangers, including those caused by the negligence of participant or the negligence of others, including the Releasees identified above, are included within the waiver, release and relinquishment described in the preceding paragraph. As such, participant (and the parent(s) or legal guardian(s) of participant, if applicable) hereby freely agree to assume and accept any and all known and unknown risks of injury associated with any use of the Facility. Participant (and the parent(s) or legal guardian(s) of participant, if applicable) acknowledge that that Releasees do not direct or supervise any physical activities at the Facility and have no duty to do so, that the risks inherent in engaging in physical activities can be reduced by seeking instruction from a trained professional, consulting with my physician, using common sense and following the Rules and Regulations of the Facility, and further certify that participant is in good physical condition and has no known disabilities that might be detrimental to participant's health or well-being.

**Indemnity.** Notwithstanding the foregoing, participant (and participant's parent(s)/guardian(s), if applicable) agrees that if any claim relating to participant's personal injury or wrongful death is commenced against Releasees, he/she shall defend, indemnify and save harmless Releasees from any and all claims or causes of action by whomever or wherever made or presented for participant's personal injuries, property damage or wrongful death.

**I HAVE READ AND UNDERSTAND THE ABOVE PARAGRAPHS AND HAVE NOT RELIED UPON ANY REPRESENTATIONS OF RELEASEES. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE RELEASEES.**

A Parent or Guardian must sign if the participant is UNDER 18.

Participant's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Street Address, City, Zip: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_ Date Signed: \_\_\_\_\_

PARTICIPANT'S SIGNATURE

*(signature of Parent or Guardian if the participant is under 18)*