

# Training Liability Waiver

The undersigned and the "minor" identified below are referred to in this Release of Liability as "Releasor(s)" and Minor. "Releasees" is defined as By Any Means, LLC, its members, officers and agents, as well as all referees, sponsors and individuals related to the facility and the event being conducted by Releasees.

In consideration of the Minor being allowed to participate in any way, and at any time in the Event, I, for myself, and on behalf of Minor, and the Minor's other parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby:

**1. General Representations.** Represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Event and that I am responsible for the Minor's safety and well-being at all times and under all circumstances; (iv) that the Minor is required to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the rules adopted by Releasees for the Event and any safety regulations established for the benefit of all participants.

**2. Acknowledgement of Risks.** Acknowledges and fully understand that Minor will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe loss which might result not only from Minor's own action, inactions or negligence but the actions, inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.

**3. Assumption of Risks.** On behalf of the Minor, assume all the foregoing risks and accepts personal responsibility for the damages following such injury, permanent disability or death.,

**4. Release of Liability.** Release, waive, discharge and covenant not to sue and hold harmless Releasors from any and all liability to the Releasor, his or her heirs and next of kin for any and all claims, demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of Releasees.

**5. Indemnification.** Agree to indemnify and defend Releasees against all claims and causes of action, damages, judgements, costs or expenses, including attorneys' fees and other litigation costs, which may arise from Releasor's presence and participation in the Event. I further agree that if, despite this Agreement, the Minor, or anyone on the Minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

**6. Responsibility for Conduct of Minor.** Accept sole responsibility for the conduct and actions of the Minor while he or she is participating in the event, and the condition and adequacy of the Minor's equipment.

**7. Release relating to no presence of medical professionals and to medical attention.**

Releasor acknowledges that Releasees make no commitment to provide medical professionals for the event; provided however that if medical attention is provided to Releasor, all releases provided herein to Releasee applies to such medical attention and personnel.

**8. Release relating to Media.** Releasor understands that at this event or related activities Minor may be photographed. Releasor agrees on Minor's behalf to allow without compensation to Minor his/her photo, video, or film likeness to be used for any legitimate purpose by the Releasees and/or assigns.

Participant Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Date: \_\_/\_\_/\_\_

**For guardian:** I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor. that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns)

Parent Name: \_\_\_\_\_

Parent Signature: \_\_\_\_\_

