



**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND  
IDEMNITY AGREEMENT (“AGREEMENT”)**

In consideration of participating in **Open Gym** – at the SportONE Parkview Fieldhouse. I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.

I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the “releasees” named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and responsibility for losses, costs and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue SportONE Parkview Fieldhouse, its respective administrators, directors, agents, officers, volunteers and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) from all liability, claims, demands, losses, costs, or damages on my account caused or alleged to be caused in whole or in part of negligence of the “releasees” or otherwise, including negligent rescue operations; and I further agree that if, despite the release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the releases from an loss, liability, damage, or cost which any many incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and have signed it freely without inducement or assurance of any nature and intend it 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.

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**Printed Name of Participant**

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**Date**

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**Signature of Participant**

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**Email Address**

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**Cell Number**