

AGREEMENT AND WAIVER

All participants are required to review these materials.

I UNDERSTAND AND AGREE:

- I have reviewed, and will abide by, (1) Rules set forth by Sporting Center Staff, (2) the Center Code of Conduct and (3) Facility Use Policies.
- I will follow all posted instructions regarding use of the facility, and will follow all instructions and requests of Center staff.
- I acknowledge the facility uses security and surveillance cameras.
- I understand that if I fail to follow the Code of Conduct, facility rules, or any staff instructions, I may be barred from the Center.

Release, Waiver & Indemnity Agreement

IN CONSIDERATION of the participant ("Participant") being permitted to participate in the any activities ("Activities") at the Sporting Chance Center ("Center") I the undersigned ("I"), on behalf of myself or, if applicable, the minor participant named below, hereby:

1. AGREE that prior to participating, I will inspect the facilities and equipment to be used, and if I believe anything is unsafe, I will immediately advise an official of such condition(s) and refuse to participate until such condition(s) is corrected;
2. ACKNOWLEDGE AND FULLY UNDERSTAND that I or my participant will be engaging in activities that could involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from my own or my participant actions, inactions or negligence, but from the actions, inactions or negligence of others, the rules of play of the Activity, and/or the condition of the premises or of any equipment used, and that there may be other risks not known to me or not reasonably foreseeable at this time. I assume all the foregoing risks and accept personal responsibility for any and all damages in connection with such injury, permanent disability or death;
3. RELEASE, HOLD HARMLESS, INDEMNIFY AND AGREE NOT TO SUE, the Sporting Chance Center, Southern Arizona Community Sports, Inc., Pima County, and any sponsors, advertisers, owners and / or users of the Center of any Activity therein, including affiliates and subsidiaries of all the foregoing, and the officers, directors, employees, volunteer, sub-contractors and agents of all of the foregoing (collectively, the "Releasees") FROM ALL PRESENT AND FUTURE CLAIMS THAT MAY BE MADE BY ME, THE MINOR PARTICIPANT ON BEHALF OF WHOM I AM SIGNING THIS RELEASE, AND ALL MEMBERS OF MY SUCH PARTICIPANT'S FAMILY, ESTATE, EXECUTOR, ADMINISTRATOR, HEIRS OR ASSIGNS, FOR PROPERTY DAMAGE, PERSONAL INJURY OR WRONGFUL DEATH, WHEREVER, WHENEVER OR HOWEVER THE SAME MAY OCCUR AS A RESULT OF MY OR THE PARTICIPANT'S PARTICIPATION IN AND/OR OBSERVATION OF THE ACTIVITIES.
4. UNDERSTAND AND AGREE THAT THE RELEASEES ARE NOT RESPONSIBLE FOR ANY DEATH, INJURY OR PROPERTY DAMAGE ARISING OUT OF MY OR THE PARTICIPANT'S PARTICIPATION AND /OR OBSERVATION OF THE EVENT, EVEN IF CAUSED BY ANY OF THE RELEASEE'S NEGLIGENCE;
5. GRANT permission to Releasees, with no obligation to compensate me or Participant, to use my and Participant's name, voice, statements, image, and likeness, in addition to any photographs, videotapes, motion pictures, recordings, and/or other record of my and/or my participant performance(s), in perpetuity worldwide in any manner and in any and all media.
6. UNDERSTAND THAT THIS DOCUMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY LAWS OF ARIZONA AND AGREE THAT IF ANY PORTION IS INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

By clicking on the box, I am acknowledging that I HAVE READ, UNDERSTAND AND VOLUNTARILY SIGN THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT, will comply with the terms of the hereof, and acknowledge that I am giving up legal rights. **I represent that I am eighteen (18) years of age or older, and, if signed on behalf of a minor Participant, I represent that I am such Participant's legal guardian.**