

KNOCKERBALL ST. LOUIS
RELEASE, ASSUMPTION OF RISK, WAIVER AND INDEMNITY AGREEMENT
 (All Participants age 18 and above must fill out and sign this Agreement.
 Participants under 18 years of age must have a parent or guardian read and sign this Agreement.)

Activity: KNOCKERBALL	
Date:	Location:
Participant:	
Address:	
Email:	

I AM SIGNING THIS AGREEMENT AS A CONDITION OF PARTICIPATING IN THE ACTIVITY OF KNOCKERBALL, AND HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE CJ SPORTS LLC dba KNOCKERBALL ST LOUIS (“the COMPANY”).

I am fully aware of the INHERENTLY DANGEROUS risks and dangers of accidents, property loss or damage, serious personal and bodily injury or death, by participating in the Activity, listed above. These may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of the Company or others or the conditions of the equipment provided by the Company. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered the risks involved, and I voluntarily and freely choose to assume these risks.

As consideration for engaging in the Activity, I, being of lawful age do for myself, my heirs, executors, administrators and assigns, now release and forever discharge, waive, covenant not to sue (nor join or assist in the prosecution of any claim for money or other damages which anyone may have), and hold harmless and indemnify, the Company, and all who succeed to Company's interest, and the Company's officers, directors, members, managers, owners, shareholders, agents, employees, independent contractors, and the sponsors and advertisers of the Activity, from all liability, injuries (including death), losses, damages, claims, demands, lawsuits, expenses, **FAULT** or **NEGLIGENCE** of the Company, to me or my property, directly or indirectly arising out of my participation in the Activity.

I understand that this is a continuing Release, Assumption of Risk, Waiver and Indemnity Agreement (“Agreement”) which never expires and applies to all injuries, damages, claims, liability, whether arising through the Company's **NEGLIGENCE**, my own negligence, and/or inherently dangerous activities, occurring prior to the date of its execution until the end of time.

I further grant the Company, without limitation, the right to use my name and likeness (including audio/video production) in connection with the Activity for any publicity without further compensation or permission.

If any portion of this Agreement is held invalid, the remainder shall not be affected and shall continue in full legal force and effect. This Agreement shall be construed and interpreted as broadly as possible under the applicable law of the jurisdiction in which the Activity takes place. This Agreement contains the entire agreement between the parties and the terms of this Agreement are contractual and not mere recitals.

I further state that I have carefully read this Release, Assumption of Risk, Waiver and Indemnity Agreement and know the contents of and sign this Release agreement as my own free act.

Signature of Participant (18 and Older) _____

Emergency Contact Name: _____

Emergency Contact Number: _____

CONSENT OF PARENT/GUARDIAN FOR PARTICIPANTS UNDER 18

I am the Parent or Guardian of the above written Participant who is under 18 years of age. I hereby agree to the provisions of the foregoing Agreement and specifically make, enter into, and join each and every acknowledgement, assumption, representation, wavier, release, indemnity and every other agreement described in this Agreement, on behalf of myself, all other claiming through me and, to the extent permitted by law, the minor participant and every other parent or legal guardian of the minor and those claiming by or through the minor. I hereby represent that I have authority to execute this Agreement in such capacity, and I agree personally to indemnify, hold harmless and defend the Released Parties from and against any losses, damages, expense, claims, causes of action, or other liabilities, whether known or unknown, arising out of an lack of such authority. **I acknowledge that I have carefully read, understood and voluntarily sign the foregoing Agreement.**

Parent/Guardian Signature

Printed Name

Date