

Youth Knockerball SMASH! Waiver

Please read carefully before signing. Must be filled out completely.

ASSUMPTION OF RISK, RELEASE WAIVER AND INDEMNITY AGREEMENT

AS A CONDITION OF PARTICIPATING IN THE ACTIVITY OF KNOCKERBALL AT THE LOCATION, YOU ARE SIGNING THIS AGREEMENT, AND ARE GIVING UP FOREVER YOUR RIGHTS TO SUE RELEASEES (HALF A BUBBLE OFF, LLC dba KNOCKERBALL WEST STL) FOR ANY REASON WHATSOEVER FOR ANYTHING OCCURRING AT THE LOCATION OR DURING THE ACTIVITY.

The Participant being fully aware of the INHERENTLY DANGEROUS risks and hazards inherent upon participating in the Activity at the Location, hereby elects voluntarily to engage in the Activity and enter upon said Location. The Participant hereby voluntarily assumes all risks of loss, damage, or injury, including death that may be sustained by the Participant, or any property of the Participant, while engaged in the Activity at the Location.

In consideration of the permitted to enter upon the Location and/or engage in the Activity, Participant, does for himself/herself, and his/her heirs, executors, administrators and assigns, now releases and forever discharges, waives and covenants not to sue, any person or entity including but not limited to Company and all who or which succeed to Company's interest, and it's officers, directors, members, managers, shareholders, agents, employees, independent, contractors, paramedics, health care providers, security, personal representatives, promoters, sponsors, advertisers, owners, lessees, lessors, guests, customers, spectators or anyone else located at or related to the Activity or the Location, and each of them, all referred to herein as "RELEASEES," for and on account of any and every claim, demand, action or right of action, of any kind of nature, either in law or in equity, known or unknown, from the Date hereof until the end of time, for all manner of loss or damage, and any claim for loss or damage, known or unknown, on account of injury to the person or property of Participant or resulting in the death of Participant whether caused by negligence, of "RELEASEES" or for any reason whatsoever including, but not limited to, Participant engaging in the Activity at the Location.

Participant assumes full responsibility for, and risk of, bodily injury, death or property damage due to the negligence of RELEASEES or otherwise, while in or upon the Location and/or while engaging in the Activity.

Participant agrees that this Assumption of Risk, Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State in which the Location is located and that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Participant HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEE and each of them from any loss, damage, attorney fees, costs of litigation, or any other costs they may incur due to Participant's misrepresentations herein and/or for any breach of this Agreement and the warranties contained herein including, but not limited to, any costs of litigation and attorney's fees associated with any claim or suit related to Participant's participation in the Activity at the Location.

PARTICIPANT UNDERSTANDS THAT THIS IS A CONTINUING RELEASE AND INDEMNITY AGREEMENT WHICH NEVER EXPIRES AND APPLIES TO ALL INJURIES, DAMAGES, CLAIMS, LIABILITY, WHETHER ARISING THROUGH RELEASEES NEGLIGENCE OR OTHERWISE, AND/OR INHERENTLY DANGEROUS ACTIVITIES OCCURRING PRIOR TO THE DATE OF ITS EXECUTION UNTIL THE END OF TIME.

This Agreement contains the entire agreement between the parties and the terms of this Agreement are contractual and not mere recital. Participant and parent further states that he or she has carefully read this Agreement and knows the contents of and signs this Agreement as his or her OWN FREE ACT.

Participant's name: _____

Parent Email: _____

Parent Name _____ Emergency Contact # _____

CONSENT OF PARENT/GUARDIAN FOR PARTICIPANTS UNDER 18 - I REPRESENT THAT I AM THE PARENT/GUARDIAN OF THE UNDERSIGNED PARTICIPANT, WHO IS UNDER 18 YEARS OF AGE. I HAVE READ THE ABOVE AGREEMENT AND AM FULLY FAMILIAR WITH THE CONTENTS THEREOF. IN CONSIDERATION FOR ALLOWING MY CHILD/WARD TO PARTICIPATE IN THE ACTIVITY, I HEREBY CONSENT TO THE FOREGOING ON BEHALF OF MY CHILD/WARD AND AGREE THAT THIS AGREEMENT SHALL BE BINDING UPON ME, MY CHILD/WARD, AND OUR HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES AND ASSIGNS.

Parent/Guardian Signature _____ Date _____

Rules of Knockerball SMASH! Please read these to your child.

- 1: When someone is on the ground, allow him/her to get up before bumping again.
2. No aggressive or destructive play.
3. When you hear the whistle, stop play immediately.
4. We are all here to have a ball! Please don't make someone else's time in a ball uncomfortable or bad by concentrating your play on one person, especially when you don't know that person. No bullying.
- 5: Please be aware we are all different sizes and strengths, if you're playing with someone much smaller than you, please recognize the size difference.
6. Be nice and HAVE A BALL!