

# KOZAK SPORTS CENTER

## Waiver Form

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Birth Date \_\_\_\_\_

Address (Street, City, State, ZIP) \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Organization / Team Name \_\_\_\_\_

### Waiver and Release of Liability

In consideration of being allowed to participate in any way in the athletics/sport programs and/or otherwise participating in or attending events or activities at Kozak Sports Center at 6 Middlebury Boulevard, Randolph NJ, coinciding with the date of receipt of this document and all future dates hereafter, the undersigned:

1. Agrees that prior to participating, he/she will inspect the facilities and equipment to be used, and if he/she believes anything is unsafe, will immediately advise a representative of Kozak Sports Center of such conditions and refuse to participate;
2. Acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result from not only their own actions, inactions or the negligence of others, the rules of play, or the conditions of the premises or of any equipment used. Further, that there may be risks not known to us or not reasonably foreseeable at this time;
3. Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death;
4. Release, waive, discharge and covenant not to Kozak Sports Center, or their affiliated clubs, their respective members, administrators, directors, coaches and other employees of Kozak Sports Center, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners or lessees/lessors of the premises used to conduct the event, all of which are hereinafter referred to as "releases", from demand, 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 the releases or otherwise;
5. Shall defend, indemnify, and hold Kozak Sports Center, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims from injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligence or the intentional acts or omissions of the individual or group renting space from the facility, its officers, agents or employees.

**The undersigned have read and acknowledge that he/she is entering into the above waiver and release, understanding that they have given up substantial rights by signing it and sign voluntarily. Without limiting the generality of the foregoing, it is my intention on behalf of myself or minor child to specifically release or indemnify Kozak Sports Center from any and all claims arising from their own negligence. I agree to indemnify, defend and hold harmless Kozak Sports Center from any liabilities, losses, damages, settlements, claims, expenses and costs arising from my or my child's participation in the desired activity, said indemnity to include court costs and reasonable attorney's fees.**

Individual's Signature (18 and over) \_\_\_\_\_ Date \_\_\_\_\_

Guardian Signature (if player under 18) \_\_\_\_\_ Date \_\_\_\_\_