



**RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNIFICATION AGREEMENT**

**CAUTION: READ CAREFULLY BEFORE SIGNING**

I, the undersigned, wish to use the sports and recreation facilities and equipment owned and operated by Carolina Indoor Sports, LLC (“CIS”) at 1103 N. Main St., Suite F - Fountain Inn, SC and participate in \_\_\_\_\_ (the “Activities”).

In consideration of being permitted to use the CIS facilities and participate in the Activities, I, for myself and on behalf of my child(ren) and our heirs, administrators, personal representatives, and assigns, **DO HEREBY RELEASE AND HOLD HARMLESS CAROLINA INDOOR SPORTS, LLC**, its officers, agents, members, employees, volunteers, and all other persons or entities acting on their behalf (the “Released Parties”), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASE PARTIES OR OTHERWISE**, except that which is the result of CIS’s gross negligence or willful and wanton misconduct. I understand it is my responsibility to read the equipment instructions and to otherwise become knowledgeable in the proper use of the equipment and facilities. Further, I understand that I may utilize the equipment and facilities or participate in any group athletic or fitness activities under my own supervision.

I acknowledge that participation in the Activities entail known and unanticipated risks that could result in physical or emotional injury including, but not limited to broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself, my child(ren), or to third parties. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES, AND ASSUME FULL RESPONSIBILITY FOR MY AND MY CHILD(REN)’S PARTICIPATION. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL LIABILITY ARISING FROM MY OR MY CHILD(REN)’S PARTICIPATION IN THE ACTIVITIES.**

If any part of this agreement is found by a court of law to be against public policy or in violation of any statute or case law, then the remainder of this document will remain in full force.

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name: (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Parent or Guardian, if participant is under 18:

(Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_