

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in Dodgeball/Kickball (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assign, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge London Entertainment LLC/GayKickball/GayDodgeball/Americas Finest Kickball League/Americas Finest Dodgeball League, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned activity and I am participating in the activity entirely at my own risk, I am aware of the risk associated with traveling to and from as well as participating in this activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this activity, including travel to, from and during this activity.

By signing this waiver I agree that I will follow all park and city rules. I understand alcohol is not allowed at the fields or during games, practices, scrimmages or any form of play. I agree to indemnify and hold harmless London Entertainment LLC against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If London Entertainment LLC incurs any of these types of expenses, I agree to reimburse London Entertainment LLC/ America's Finest Dodgeball League.

I acknowledge that London Entertainment LLC and their directors, officers, volunteers, representatives tents and owners are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of London Entertainment LLC.

I acknowledge that this activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions or others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors and/ or producers of the event.

I acknowledge that I have carefully read this "Waiver and Release" and fully understand that it is a release of liability and release of ownership, I expressly agree to release and discharge London Entertainment LLC/ America's Finest Dodgeball League/ Americas Finest Kickball League/ GayDodgeball.com and GayKickball.com and all of its affiliates, managers, members, agents, attorneys, staff, volunteer, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against London Entertainment LLC for personal injury to property damage.

I hereby grant London Entertainment permission to use my likeness in a photograph, video, or other digital media("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of London Entertainment and will not be returned. I hereby irrevocably authorize London Entertainment to edit, alter, copy, exhibit, sell, publish, or distribute these photos for any purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. I also waive any right to royalties or other compensation related to the use of the photos used.

For a period of two (2) years following the date of my last participation in any Program, I shall not, direct or indirectly, develop, create, establish or participate in the development, creation, organization or establishment of any organization, league, tournament or other entity in the United States that engages in events, programs and activities competitive with London Entertainment, LLC Programs.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of London Entertainment LLC, its agents, employees and work for hires.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

By signing this waiver, I agree that I have my own personal insurance. In case of any and all injuries from playing in London Entertainment, LLC, programs and will use my own personal insurance and not the leagues.

I understand that I am responsible for all personal and league fines due to but not limited to, consuming of alcohol and the destruction of property, gym, venue, fields.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant and London Entertainment LLC/ America's Finest Dodgeball League agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provisions contained within this Release of Liability shall be deemed to be severable or invalid, or if any terms, conditions, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause served does not affect enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement, I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

