



VIRGINIA BEACH FIELD HOUSE, LLC.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to enter the Virginia Beach Field House athletic facility located at 2020 Landstown Centre Way, Virginia Beach, VA 23456 ("Premises") and participate in any way in the Virginia Beach Field House activities/events, including as a spectator ("Activity" or "Activities"), I, for myself, my personal representatives, assigns, and heirs, hereby:

- 1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further acknowledge, agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activities;
2. FULLY UNDERSTAND THAT: (a) THE ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation or that of the minor in the Activity;
3. RELEASE, DISCHARGE, AND COVENANT NOT TO SUE VIRGINIA BEACH FIELD HOUSE, LLC, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of the Premises on which the Activity takes place (each considered one of the "RELEASEES" herein), FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; and
4. INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which they incur as the result of any claim by anyone on my behalf notwithstanding my execution of this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

THE UNDERSIGNED further agrees, acknowledges, and certifies that he/she:

- or his or her child(ren) may receive athletic training services ("ATS") on the Premises associated with Activities occurring at the Premises and hereby consents to such services provided by an independent ATS vendor or by the undersigned's team as agreed to in advance with the Virginia Beach Field House;
• has adequate insurance to cover any personal injury, death or property damage that may be caused at any Activity;
• has inspected and will continue to inspect the Activity area(s) to ensure that they are safe and reasonably suited for use;
• has read and agrees to obey by the Rules of the Premises;
• grants irrevocable permission to the Virginia Beach Field House to use my voice, image or likeness for any purpose as part of any media advertising or promotions;

Participant /Parent/Guardian Information (only if age 18 or over):

Form with fields for LAST NAME, FIRST NAME, M.I., D.O.B., (Male/Female), ADDRESS, CITY, STATE, ZIP, EMAIL ADDRESS, HOME PHONE, CELL PHONE

PARTICIPANT/PARENT/GUARDIAN SIGNATURE (Must be 18 years or older)

DATE

How did you hear about us: Friend Newspaper Radio Parent Magazine Expo Mailer

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF VIRGINIA BEACH FIELD HOUSE ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST THEY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Child(ren) Information

LAST NAME	FIRST NAME	M.I.	D.O.B.	(Male/Female)
LAST NAME	FIRST NAME	M.I.	D.O.B.	(Male/Female)
LAST NAME	FIRST NAME	M.I.	D.O.B.	(Male/Female)
LAST NAME	FIRST NAME	M.I.	D.O.B.	(Male/Female)

PARENT/GUARDIAN SIGNATURE (Must be 18 years or older) _____ DATE _____