

ADULT PARTICIPANT

Participant Name: _____ (Team Name: _____)

Address: _____ (League Name: _____)

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Birthdate: _____ Sex: _____ Age: _____ E-Mail: _____

RELEASE, INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of being allowed to participate in athletic activities (the “*Activities*”) at any time on property (the “*Property*”) made available by Sports Connection, LLC (the “*Company*”), I the undersigned, for myself, my heirs and next of kin, representatives and assigns (collectively, the “*Releasing Parties*”), **release, indemnify and forever discharge and covenant not to sue** the Company, Sports Warehouse, LLC, Sports Connection, LLC, Carolina Juniors Volleyball, Charlotte Sports Center, LLC, their respective affiliates, owners, directors, officers, employees and agents and their respective successors and assigns (collectively, the “*Company Parties*”), of and from any and all causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, all consequential damages and attorneys’ fees (regardless whether pursuant to the laws of any county, state or country) on account of, or in any way growing out of, any and all known and unknown injuries, death, and property damage arising, relating to or resulting, directly or indirectly, from the Activities at any time regardless of the cause and without regard to negligent conditions on or related to the Property or negligence (including without limitation gross negligence) on behalf of any Company Party (including all injuries, deaths, paralysis and conditions of health, whether or not immediately apparent following the Activities, or which may at any time thereafter develop collectively, “*Liabilities*”).

I acknowledge and understand that (1) I am participating in the Activities voluntarily, (2) the Activities may be dangerous and may result in serious bodily injury, paralysis and/or loss of life, and (3) by signing this Release and Indemnity Agreement, for myself and on behalf of the other Releasing Parties, **I am specifically releasing, agreeing to indemnify, forever discharging and covenanting not to sue all Company Parties from all Liabilities** which includes claims brought by me or any Releasing Party regardless of the legal theory involved in such claims and including but not limited to negligent conditions on or related to the Property or negligence (including without limitation gross negligence) on behalf of any Company Party. **I HEREBY PERSONALLY ASSUME ALL RISKS IN CONNECTION WITH ALL ACTIVITIES.**

I expressly agree that this Release and Indemnity Agreement is intended to be as broad and inclusive a release of liability as permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I hereby warrant and represent that I have carefully read this agreement and agree to its terms and conditions, that before signing this agreement I had the chance to ask questions; and **I AM AWARE THAT BY SIGNING THIS RELEASE AND INDEMNITY AGREEMENT, I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN SUBSTANTIAL RIGHTS THAT I OR ANY OTHER RELEASING PARTY MAY HAVE OR POSSESS AGAINST ANY COMPANY PARTY.**

IN WITNESS WHEREOF, this agreement is executed as a specialty document under seal the ____ day of _____, 20 ____.

Witness Signature: _____ **Releasing Party Signature:** _____ (Seal)

Print Witness Name: _____ **Print Releasing Party Name:** _____