

# PLA-IT: Revolutionary Sports Registration Form

## LIABILITY WAIVER AND RELEASE

THIS LIABILITY WAIVER AND RELEASE ("Agreement") is dated as of today's date and is by and between PLA-IT, LLC (PLA-IT), Revolutionary Sports, LLC ("Revolutionary Sports"), and all other partners associated with this activity. Persons registering (and If such person is a minor, his/her parent or guardian), who along with the participant are collectively referred to as "User"). For purposes of this Agreement, "Management" means PLA-IT, Revolutionary Sports and any and all related entities, managers, governors, employees, independent contractors, coaches, instructors, agents, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of the premises or facilities used to conduct the event.

For consideration received, and in return for the use, today and on all future dates of the programs, activities, services, events, property and facilities provided by Management (the "Activities"), User and User's heirs, assigns and representatives hereby agree as follows:

1. User acknowledges there are inherent risks associated with participating in the Activities such as those described below, and hereby expressly assumes all risks, known and unknown, however caused and whether caused in whole or in part by the action, inaction or negligence of Management. Some of the inherent risks include, but are not limited to, injury, harm or death to User or persons around User, not only from User's own actions, inactions or negligence, but as a result of actions, inactions or negligence of others; the condition of the premises or any equipment used; certain hazards such as surface and subsurface conditions; collisions with other participants; the availability of emergency medical care; and the potential of other participants to act in a negligent manner.
2. User certifies that he/she has no medical condition that would cause participation in the Activities to be potentially hazardous to his or her health. If User is a minor, User's parent or guardian must be present at the Activity, or provide an emergency contact number for which such parent or guardian can be immediately reached in case of emergency. In case of injury or medical emergency and in the event User or User's parent or guardian cannot respond at the time of the emergency, Management has permission to seek, administer or have administered whatever first aid or emergency medical care deemed necessary for User's welfare, and it is understood that User, and not Management, shall be responsible for any and all charges for such health care services.
3. User assumes all risks in connection with the Activities, accepts personal responsibility for any damages following any injury, permanent disability or death and expressly waives any claims for any injury or loss arising therefrom. User assumes any and all risks involved in or arising out of User's use of any equipment or facilities relating to the Activities. User agrees to abide by and follow Management's rules and regulations which shall be provided and/or available from time to time.
4. USER EXPRESSLY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE MANAGEMENT FOR ANY AND ALL CLAIMS, DEMANDS OR DAMAGES RELATING TO ANY PROPERTY DAMAGE, INJURY, PERMANENT DISABILITY, DEATH OR OTHER DAMAGE OF ANY KIND, EVEN IF CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF MANAGEMENT OR OTHERWISE. USER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGEMENT AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USER'S PARTICIPATION IN THE ACTIVITIES OR USE OF OR PRESENCE UPON ANY PROPERTY OR FACILITY USED AS PART OF THE ACTIVITIES.
5. User further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect. User waives the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.
6. User grants Management permission to use his/her likeness in a photograph in any and all of its publications, including website entries, without any additional payment or other consideration. User understands and agrees that these materials will be the property of Management and will not be returned. User irrevocably authorizes Management to edit, alter, copy, exhibit, publish and/or distribute any such photographs for any lawful purpose. User waives any right to royalties or other compensation arising or related to the use of such photographs.
7. Any action brought under this Agreement shall be brought within one year of the incident or accident giving rise to said claim. This Agreement shall be governed by the laws of the State of Minnesota and any claim shall be brought in the courts having proper jurisdiction in the County of Hennepin, State of Minnesota.

USER HAS READ THIS LIABILITY WAIVER AND RELEASE, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO USER AND INTENDS HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Name of Participant(s) \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**City of Osseo****Permission and Waiver:**

Youth sports recreation activities may involve risks, such as bending, twisting, lifting, swinging, and physical contact with others. Bumps, bruises, scrapes, cuts, sprains, fractures, falls, damage to clothing, etc., may result. Not all dangers and hazards can be foreseen. These risks, known or unknown, anticipated or unanticipated, may result in injury, death, illness, disease, or damage to self or property, or to other persons and their property.

I hereby agree to allow myself or my child to participate in the indicated activity/activities and assume all of the risks associated with this participation. In consideration of accepting this registration, I hereby, for myself and my heirs, waive any and all rights and claims for damages I may have against the City of Osseo and its representatives, for any and all injuries from whatever cause suffered by the above participant(s) in the indicated activity/activities. I understand that the information that I have provided may be distributed to individuals involved with each program. The City of Osseo often takes pictures, slides, and videotape of participants enjoying their activities. These are used for program promotion, brochures, and staff training. I grant permission to use the name, pictures, and quotes of me or my child(ren) for the above purposes.

Name of Participant:

Parent/Guardian Name:

Signature:

Date: