



PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK



1. I understand that Richmond Indoor Sports Experience, Inc. has agreed to allow me to use its services, equipment and facilities on the condition that I sign this Participant Agreement, Release and Acknowledgement of Risk and I agree to be bound by its terms.
2. In consideration of the services of Richmond Indoor Sports Experience, Inc. and by signing this Agreement below, I agree to WAIVE any claims for and RELEASE and forever discharge Richmond Indoor Sports Experience, Inc., its subsidiaries, agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "RISE") from any and all claims, demands, or causes of action, which are in any way connected to my participation in this activity or my use of RISE services, equipment or facilities, including any such claims which allege negligent acts or omissions of RISE I further agree to defend, indemnify and hold harmless RISE for and from any such claim.
3. I understand and acknowledge that baseball, softball, and soccer entail known and unanticipated risk that could result in physical or emotional injury, paralysis, death and damage to myself, to property, or to third parties. I understand that such risk simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things, broken bones, sprains, strains, and other soft tissue injuries, bruises, abrasions, lacerations, dental injuries, concussions, spinal cord injuries, and death. Furthermore, I understand and acknowledge that RISE coaches and referees have difficult jobs to perform. They seek to insure the safety of all participants, but they are not infallible. They might be unaware of player's fitness or abilities, and they may give inadequate warnings or instruction.
4. I understand that wearing safety equipment can reduce the risk of injuries and agree to wear safety equipment provided by RISE or to provide my own safety equipment in the event that safety equipment is not provided by RISE It is my sole responsibility to insure that appropriate safety equipment is properly used when participating in any activities using RISE services or facilities. I understand that I am solely responsible for my personal health and safety and my personal property.
5. I expressly agree and promise to accept and assume all of the risk existing in any activity involving the services, equipment or facilities of RISE. My participation in any activity is purely voluntary, and I elect to participate in spite of the risk.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume—and bear the cost of—all risk that may be created, directly or indirectly, by any such condition.
7. Should RISE or anyone acting on their behalf be required to incur attorneys fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and cost.
8. I understand and agree that this Participant Agreement, Release and Acknowledgement of Risk is intended to be as broad and inclusive as permitted by the laws of the State of Virginia, and that if any portion of it is held invalid, I agree that the remaining terms shall continue to be in full force and effect.
9. I understand that this Participant Agreement, Release and Acknowledgement of Risk is an important legal document and declare that I have read and considered it carefully. I fully understand its terms and agree that no oral representations, statements or other inducements to sign have been made apart from what is written on this form. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in any activity involving services provided by RISE or RISE equipment or facilities, I may be found by a court of law to have waived my right to maintain a lawsuit against RISE on the basis of any claim that I have released by signing this Agreement.
10. The laws of the state of Virginia shall govern the rights and obligations of the parties to this release and the construction, interpretation and enforceability thereof. I agree that any lawsuit brought against RISE shall be brought solely in the Circuit Court of Chesterfield County, Virginia. I hereby voluntarily waive any right I may have to a trial by jury in any action or proceeding involving RISE. In addition, I hereby grant RISE the right to use my photo, video, or audio, taken in any RISE programs or facilities for promotional purposes.

PARENT OR GUARDIAN ADDITIONAL RELEASE AND INDEMNIFICATION

If I am signing on behalf of a minor, I represent that I am the parent or legal guardian of the minor and I hereby permit the minor listed below to participate in RISE activities and to use its services, equipment and facilities. I further agree to accept full responsibility for all medical expenses incurred as a result of the minor's participation and agree to release, hold harmless and indemnify RISE from any and all claims, demands, or causes of action brought by or on behalf of the minor which are in any way connected to the minor's participation in RISE's activities or the use of RISE's services, equipment or facilities.

THIS IS A LEGALLY BINDING CONTRACT, PLEASE READ CAREFULLY BEFORE SIGNING

Signature of Participant

(If the participant is under the age of 18, the signature of the participant's parent or guardian)

Date

Printed Name of Participant