

TRENCH GAME, LLC

RELEASE OF LIABILITY AND ASSUMPTION OF RISK FOR ATHLETIC TRAINING PARTICIPANTS

READ BEFORE SIGNING

In consideration for me, or the minor child in my care, being permitted to participate in the athletic training programs and activities (“Activities”) offered by TRENCH GAME, LLC, an Indiana limited liability company (the “Company”), I waive, release, and discharge any and all claims for personal injury, death or property damage which said individual may sustain or which may occur as a result of the individuals participation in said Activities. This release is intended to discharge in advance the Company, its members, officers, employees, contractors, agents and any other participants, sponsoring agencies, sponsors, advertisers, and as applicable, the owners and lessees of premises used to conduct any training activity (the “Released Parties”) from and against any and all liability arising out of or connected in any way with the participation of the individual in said Activities, even though that liability may arise out of negligence or carelessness on the part of the Released Parties.

Each of us understands, acknowledges and agrees that Activities offered by the Company may be of a hazardous nature and/or include physical and/or strenuous exercise or activity; that serious accidents occasionally occur during the Activities; and that participants in the Activities may sustain mortal or personal injuries as a consequence thereof. Knowing the risks involved, nevertheless each of us agrees to assume all risks of injury and to release and hold harmless the Released Parties who through negligence or carelessness might otherwise be liable to me or said minor child. It is further understood that this waiver, release and assumption of risk is to be binding on the heirs and assigns of the undersigned.

We willingly agree to comply with the Company’s stated and customary terms and conditions for participation in any Activity. If we observe any unusual significant concerns in my or my minor child’s readiness for participation and/or in the Activity itself, I or we will remove myself or my child from the participation and bring such attention of the nearest Company representative immediately.

Each of us further agrees to indemnify, defend and to hold the Released Parties harmless from any loss, liability, damage, cost or expense which they may incur as a result of any injury and/or property damage that I or said minor child may sustain while participating in said Activities.

I agree that in the event an individual requires medical or surgical treatment in connection with the Activities, such supervisor may authorize treatment. I also agree to pay all medical, hospital, or other expenses, which said individual, may incur as a result of such treatment. I confirm my understanding that:

- *This Agreement is intended to be as broad and inclusive as is permitted by law.* If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- To the fullest extent allowed by law, I agree to **WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY** the Released Parties from **any and all liability** on account of, or in any way resulting from injuries and damages, even if caused by negligence of the Released Parties in any way connected with the Activities. I further agree to **HOLD HARMLESS** the Released Parties from any claims, damages, injuries or losses caused by my own negligence while a participant in the Activities. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns.
- I have read this document in its entirety and I freely and voluntarily assume all risks of any injury and damage and notwithstanding such risks, for myself or the listed minor, who is in my care, to participate in the Activities.

THE UNDERSIGNED HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of Participant

Name of Parent/Guardian(if Participant is under 18)

Signature of Participant (if 18 or over)

Signature of Parent/Guardian(if Participant is under 18)

Date: _____

Date: _____