

**KICK CITY  
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY ("AGREEMENT")**

**PRINTED NAME OF PARTICIPANT:** \_\_\_\_\_

Date of Birth: \_\_\_\_\_

IN CONSIDERATION of being permitted to participate in any way in the Kick City sports program activity ("Activity" Activities include, but are not limited to: leagues, rentals, camps, Lil Kickers, birthday parties, free trials and special events.) I, for myself for personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Kick City sport program Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND THAT: (a) Kick City sport program 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 inactions, the actions or inactions 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 incur as a result of my participation or that of the minor in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Kick City, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and leasers of 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 I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

**PHOTO, AUDIO & VIDEO RELEASE**

I authorize Kick City, My Replay Live, Inc, their employees, legal representatives and assigns the unrestricted right to use and publish photographs, audio and video taken of me or in which I may be included at the Kick City Sports Park for any and all media for illustration, art, promotion, advertising, trade, or any other purpose whatsoever; and to copyright the same; and

I waive any right to inspect and/or approve the completed product(s), the advertising copy, printed matter that may be used in conjunction with this agreement or the use to which it may be applied, whether that use is known to me or unknown.

I release Kick City, My Replay Live, Inc., and their legal representatives and assigns from all claims and liability relating to said photographs and video, as well as any publication of them, including without limitation any claims for libel or violation of any right of publicity or privacy; and

I hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read this release prior to its execution and I fully understand the contents of this release. I am knowingly and voluntarily executing this release without compensation to myself. This release will be binding upon me and my heirs, legal representatives and assigns.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, 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.

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Participant's Signature (only if age 18 or over):**

**X** \_\_\_\_\_ Date: \_\_\_\_\_

**Office Use Only:**

Date: \_\_\_\_\_ Payment Method: Cash Check Visa Other: \_\_\_\_\_

Entered in computer: yes no Initials of employee: \_\_\_\_\_