

GELLYBALL BOERNE WAIVER

This is a liability. Please read before signing. This form must be read and signed before the participant is allowed to take part in any Gel Blasting related activity and/or for non-participants wishing to enter into areas designated for Gel Blasting use.

IN CONSIDERATION of being permitted to participate in any way in the sport and activities of Gel Blasting or to enter into an area designated for Gel Blasting use at Gellyball Boerne, LLC, hereinafter known as Gellyball Boerne, I acknowledge and agree that:

1. The risk of injury from the activity and equipment involved in Gel Blasting is significant including the potential for permanent disability and death, and while particular protective equipment and personal discipline will minimize this risk, the risk of serious injury does exist;
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of those persons released from liability below, and assume full responsibility for my participation;
3. I understand that the activities of Gel Blasting are physically, emotionally, and mentally intense. I understand the rules of play and will comply with all rules and regulations. If I observe any unusual or unnecessary hazard during my participation, I will bring such to the attention of the nearest official as soon as practicable.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS FROM LIABILITY Gellyball Boerne, the owners and lessors of premises used to conduct the Gel Blasting activities, their officers, officials, agents and/or employees ("Release"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss of damage to person or property, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except that which is the result of gross negligence and/or wanton misconduct.
5. I understand and agree that this Release of Liability Agreement covers each and every Gel Blasting activity in which I participate hereafter.
6. I acknowledge that during the course of the party, my photograph may be taken by the Releasees or an agent or designee of the Releasees. I knowingly understand and give consent to any photograph or filmed image taken of me participating in any activity and said photographs or film shall become the property of the Releasees or any of its designees. The participant hereby grants the Releasee and/or its agent or designee permission to use any such photographs or films of him/her for use in materials promoting the Releasees. Such use may include publication in the local newspaper, website, brochures, general advertising and other vehicles that may be distributed to or otherwise seen by large numbers of individuals and potential patrons of the Releasees.

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

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/her release of the Gellyball and all other Releasees but also to release and indemnify the Releasees from any and all liabilities to his/her investment in these programs for myself, my heirs, assigns and next of kin.

Name of Parent/ Guardian: \_\_\_\_\_ Parent/ Guardian signature: \_\_\_\_\_

Name of Player: \_\_\_\_\_

Name of Player: \_\_\_\_\_