



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT (“AGREEMENT”)

Please print and fill out completely. Available for download at www.perfectgamesports.org

***** Must be completed for all participants *****

Participant First Name	Participant Last Name	Participant Date of Birth

IN CONSIDERATION for being permitted to enter upon the premises controlled by PERFECT GAME SPORTS, LLC, and for my and/or my child(Ren) being allowed to participate in any way in the services and/or Activities* provided by PERFECT GAME SPORTS, LLC, their agents, owners, officers, directors, representatives, assigns, affiliates, volunteers, participants, employees, insurers, and all other persons or entities acting in any capacity on their behalf, with its facility located at 950 Route 9, Castleton, NY 12033 (the “Location”) I, on behalf of myself, my spouse, my children, my parents, my assigns, my heirs, my wards, my estate, and next of kin, do hereby agree as follows:

Place your initial on each line provided, indicating your agreement with terms as they appear.

1. I ACKNOWLEDGE, agree, and represent that I understand the nature of the Activities and services provided by the Perfect Game Sports, LLC, and that I am qualified, in good health, and in proper physical condition to participate in such Activities. 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. I FULLY UNDERSTAND THAT: (a) THE PERFECT GAME SPORTS, LLC ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, DEATH, AND LOSS, THEFT, DAMAGE, AND DISRUPTION OF USE TO PERSONAL PROPERTY (“RISKS”) TO MYSELF, MY CHILD(REN), OR TO THIRD PARTIES; (b) these risks include, but are not limited to: broken bones, sprained or torn ligaments, lacerations, or property damage (c) these Risks and dangers may be caused by my own actions or inaction’s, the actions or inaction’s of others participating in the Activities, the condition in which the Activities take place, or the ORDINARY NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (d) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either known or unknown 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 my child(ren) in the Activity.

3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE PERFECT GAME SPORTS, LLC, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors 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 Releasees, 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.

4. I SHALL DEFEND, INDEMNIFY, AND HOLD PERFECT GAME SPORTS, LLC, their agents, owners, officers, directors, representatives, assigns, affiliates, volunteers, participants, employees, insurers, and all other persons or entities acting in any

capacity on their behalf harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages which are caused by ORDINARY NEGLIGENCE; but shall not so defend, indemnify or hold harmless where the injury or damages are caused by gross negligence or willful or wanton misconduct.

***ACTIVITIES/ACTIVITY INCLUDE, BUT ARE NOT LIMITED TO:** Soccer, Lacrosse, Softball, Baseball, or any other related activity. Partaking in each of these in the form of a league, camp, clinic or other events or instruction offered at the Facility.

5. I ACKNOWLEDGE and agree that If any of the provisions of this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT") shall be deemed by a court of competent jurisdiction invalid or unenforceable in any respect, then, to the fullest extent permitted by applicable law, all other provisions hereof shall remain in full force and effect.

6. I AGREE ON MY BEHALF AND/OR MY WARD AND/OR CHILD(REN) that I/WE will comply with all rules imposed by the Perfect Game Sports, LLC regarding the use of the facilities and equipment. I agree on behalf of myself and/or my ward or child(ren) to refrain from using any equipment in a manner inconsistent with its intended design and purpose and to follow all written and verbal instructions as required by the Perfect Game Sports, LLC.

7. I HEREBY GRANT to the Perfect Game Sports, LLC the irrevocable and assignable right to depict in perpetuity, worldwide, and in any and all media now or hereafter known, my and/or my child(ren) and/or ward's likeness, image, name, words, voice, and/or biographical information of me and/or them participating in any activity and/or as a spectator of activities (collectively "Images") in photographic works, motion pictures, video recordings and/or other works, and I agree that such Images may be used by the Perfect Game Sports, LLC for any purpose without compensation.

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. **THIS SHALL REMAIN IN EFFECT FOR THE ENTIRETY OF TIME THAT I PARTICIPATE OR ATTEND AS A SPECTATOR IN THESE ACTIVITIES AT THE FACILITY.**

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR GUARDIAN, UNDERSTAND THE NATURE OF THE PERFECT GAME SPORTS, LLC ACTIVITIES AND OF THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM. **THIS SHALL REMAIN IN EFFECT THROUGH THE DURATION OF THE MINOR'S YOUTH UP TO 18 YEARS OF AGE.**

Print Guardian's Name

Guardian Signature

Date

How are you either related to the minor, or otherwise authorized to act on behalf of the minor for the purposes of this Agreement? _____

Guardian Information				
Street Address	Apt. #	City	State Zip	Phone
Email				

Signature of Perfect Game Sports, LLC Authorized Party

Date