

**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](http://www.perfectgamesports.org)

*E-mail the form to [Perfectgamesports@outlook.com](mailto:Perfectgamesports@outlook.com) or bring it in on your first visit.*

**\*\*\* 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 NY, 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 NY, 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 NY, 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 NY, 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 NY, 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 NY, 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 NY, LLC.

\_\_\_\_ 7. I HEREBY GRANT to the Perfect Game Sports NY, 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 NY, LLC for any purpose without compensation.

**COVID 19/Any Infectious Disease Section:**

1. The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved in this program are significant, potentially life-threatening, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I acknowledge that I am aware that there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from:
  - An outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof;
5. In consideration of having the opportunity to participate in any activity or as an observer at location, and in acknowledging that I am aware of and willing to assume the risks associated with this activity, I hereby voluntarily agree to waive, hold harmless and indemnify Perfect Game Sports NY, LLC and its owner, agents, volunteers and employees from any and all claims, demands, damages and causes of action of any nature whatsoever arising out of ordinary negligence which I, my heirs, my assigns or successors may have against them for, on account of, or by reason of my participation in the above activities. I indicate my agreement to this hold harmless elective noted below.

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 NY, 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.**

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**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					
<b>Street Address</b>	<b>Apt. #</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
<b>Email</b>					
<b>Mobile Phone #</b>					

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**Signature of Perfect Game Sports NY, LLC Authorized Party                      Date**