

## www.BandEBattles.com

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## SPECIALTY INSURANCE LLC ~ Industry Insurance Programs ~ BandE Services LLC dba BandE Battles = BandE Phone: (817) 994-8723

RELEASE OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK READ BEFORE

SIGNING IN CONSIDERATION of being permitted to participate in any Gellyball activities including, but not limited to, playing, using the premises of, renting and operating equipment leased, sanctioned and/or operated by the above named vendor, I acknowledge and agree that: I fully understand and acknowledge that; (a) risks and dangers exist in my use of Gellyball equipment and my participation in Gellyball activities; (b) my participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of BANDE; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of BANDE, or by any other person. I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify BANDE and it's owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage (including, but not limited to, arising out of the actual or alleged transmission of a communicable disease), wrongful death, loss of services or otherwise which may arise out of my use of Gellyball equipment or my participation in Gellyball activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of BANDE. This waiver is good through 9/30/2023.

## MEDICAL PERMISSION AUTHORIZATION

If the participant is of minority age, the undersigned parent or guardian hereby gives permission for BANDE to authorize emergency medical treatment as may be deemed necessary for the child named below while participating in Gellyball games.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE BANDE FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

PRINT NAME OF PARTICIPANT	AGE	DATE OF BIRTH		
SIGNATURE	ADDRESS			
SIGNATURE OF PARENT OR GUARDIAN	(if participant is under 18)			
EMAIL (Please PrintClearly)				