



...The game is on

Individual Player Release and Waiver Form

No participant will be allowed to participate at Premier or APEX until signature is obtained and this form is received by Premier.

Release and Waiver of Liability, Assumption of Risk, and Indemnity and Parental Consent Agreement

In consideration of being permitted to participate in any way at Premier Lubbock Sportsplex and/or the APEX Event Center, I, for myself and for personal representatives, assigns, heirs, and next of kin: Acknowledge, agree, and represent that I understand the nature of the activities at Premier/APEX, 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. Fully understand that: (a) activities at Premier/APEX involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death. (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 the responsibility for losses and costs, and damages I incur as a result of my participation or that of the minor in the activity.

Hereby release, discharge, and covenant not to sue Premier or APEX, and/or Premier's or APEX respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owner and lessors of the premises on which the activities take place, each considered one of the "Releasees" herein FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, RESPIRATORY ILLNESSES 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.

I have read this agreement, fully understand its terms, understand that I 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 the agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

MINOR RELEASE:

I, the Minor's parent or legal guardian, understand the nature of the activities at Premier/APEX, and 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 negligence of the Releasees or otherwise, including negligent rescue operation and further agree that if, despite this release, I, 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 a result of any such claim.

OUTSIDE RENTED EQUIPMENT:

I release Premier/APEX for any equipment brought in from an outside equipment rental company. This includes but is not limited to casino equipment, hamster balls, sumo suits, obstacle courses, bounce houses, etc.

PHOTOGRAPHY RELEASE AND WAIVER:

For valuable consideration received, I give Premier Sportsplex, their assigns, licensees, and legal representatives, the irrevocable right to use my picture, portrait, photograph and/or video in all forms, media and manners, without restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. I waive any right to inspect or approve the photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photographs.

Participant Printed Name _____ Date _____

Participant Signature _____ (parent signature if under 18)

Address _____ Phone _____

DOB _____ E-mail _____