



# RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND PARENTAL CONSENT, FACILITY RULES AND REGULATIONS AGREEMENT

IN CONSIDERATION of being permitted to participate in any way, any sport, fitness room training, athletic training room services, or activity ("Activity") at Rockwall Indoor Sports Expo (RISE), I, for myself and for my minor, the minor's parent and/or legal guardian, personal representatives, assigns, heirs, and next of kin understand the nature of ROCKWALL INDOOR SPORTS EXPO activities 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 release'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 "releases" 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 releases named above, I will indemnify, save, and hold harmless each of the releases from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

I, ALSO ACKNOWLEDGE, agree to, and represent that I understand the nature of said Activities 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. **Initial Here**

- 1) FULLY UNDERSTAND THAT: (a) ALL ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inaction's, the actions or inaction's 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 RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity. **Initial Here**
- 2) I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Rockwall Indoor Sports Expo, 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 "RELEASES" 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 Releases, 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. **Initial Here**
- 3) If, in judgment of any representative of the RISE, the individual should need care and/or treatment as a result of any injury or sickness, I do hereby request, authorize, and consent to such care and/or treatment as may be given to said individual by any physician, athletic trainer, nurse, or RISE representative, and I do hereby agree to indemnify and save harmless the RISE and any RISE representative from any claims by any person whosoever on account of such care and/or treatment of said individual. **Initial Here**
- 4) I hereby do give my consent to share necessary information concerning medical diagnosis and treatment for the below named individual with associated health care practitioners (physicians, athletic trainers, nurses, etc.), coaches, insurance personnel and others as selected by the individual and/or their guardians. **Initial Here**

## **Facility Rules and Regulations:**

- 1) No alcohol or drugs will be allowed on the premises, including the parking area. If anyone is suspected to be under the influence of drugs or alcohol the police will be dispatched.
- 2) There will be no profanity, littering or gambling permitted on the premises.
- 3) Please show respect for property, other Customers, and staff at all times.
- 4) Please do not chew gum, spit, or be in bare feet inside the building except as instructed by RISE Athletic Training Staff.
- 5) HEELEYS ARE NOT ALLOWED IN THE FACILITY AT ANY TIME.
- 6) Taps, metal plates, or metal cleats will not be permitted in the RISE facility.
- 7) Turf shoes may be worn on Soccer Field #1 and #2.
- 8) Food and drinks may NOT be brought into the facility at any time. Special permission may be obtained for parties.
- 9) Apparel that advertises or depicts drugs, nudity, gang membership, obscene language or obscene graphics will not be permitted.
- 10) Tattoos must be covered if they violate the above stated rule.
- 11) Fighting will not be tolerated and will result in immediate suspension from the property.

- 12) All children must be accompanied by an adult 21 years or older unless in a supervised activity.
- 13) Children of all ages MUST be supervised by their parents at all times.
- 14) All damages and/or injuries must be reported to the front desk manager immediately.
- 15) Customers will not use any equipment that appears broken, malfunctioning, or defective or remove any signage indicating equipment is out of service or not to be used.
- 16) Customers will immediately discontinue use of any broken, malfunctioning, or defective equipment and report problem to front desk staff.
- 17) Customers who violate these rules and regulations may suffer disciplinary action resulting in suspension from the building, fines and/or criminal trespass charges filed with the Rockwall Police Department.
- 18) Any person activating the fire alarm or AED with false pretense will be fined \$500.00 and will be permanently banned from RISE. Failure to pay fine may result in a civil suit.
- 19) Any person who defaces any walls or windows anywhere in our facility will be subject to a \$500.00 fine plus criminal charges may be filed.
- 20) Spectators are not allowed on the basketball courts during league play or practices for basketball or volleyball.
- 21) Noisemakers of any kind will not be allowed before, during or after games.

**Definition of Members:**

- Customers who have a current RISE Coach/Player Membership valid for one year from date of purchase;
- Customers who have purchased a Family Membership valid for one year from date of purchase.

**RULES & REGULATIONS**

I HEREBY AGREE that I will abide by all of the published rules and regulations of RISE at all times. **Initial Here**

**Non-Members are required to pay \$3.00 for a daily Drop-in pass during open court/field times.**

I HAVE READ THIS AGREEMENT, AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I BY SIGNING THIS FORM I HAVE GIVEN UP SUBSTANTIAL RIGHTS FOR MYSELF, AND MY MINOR. I AM SIGNING THE “**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND PARENTAL CONSENT, FACILITY RULES AND REGULATIONS AGREEMENT**” UNDER MY OWN FREE WILL, AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND IT TO REPRESENT A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

**Printed Name of Participant:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Participant Signature (only if age 18 or over) or Parent or Legal Guardian**