

FREDERICK INDOOR SPORTS CENTER

Waiver/Release of Liability Acknowledgement:

IN CONSIDERATION of being permitted to participate in any way in the activity ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin:

- 1. ACKNOWLEDGE, agree, and represent that I understand the nature of the 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.**

- 2. FULLY UNDERSTAND THAT: 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 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 RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.**

- 3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Frederick Indoor Sports Center (FISC, LLC) AND/OR their respective administrators, directors, agents, referees, 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. HEREBY GRANT the following rights and permissions to FISC / "Photographer", to have the absolute right and permission to take, use, reuse, publish, and republish photographic portraits or pictures, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, or reproductions of such photographs in color or otherwise, made through any medium and in any and all media now or hereafter known, including the internet, for art, advertising, trade, or any other purpose whatsoever. I also consent to the use of any published matter in conjunction with such photographs. I waive any right that I may have to inspect or approve any finished product or products or the advertising copy or printed matter that may be used in connection with such photographs or the use to which it may be applied. I release, discharge, and agree to hold harmless and defend FISC, his/her legal representatives or assigns, and all persons acting under his/her permission or authority or those for whom he/she is acting, from any liability by virtue of any reason in connection with the making and use of such photographs, including blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication of them, including without limitation any claims for libel or violation of any right of publicity or privacy. I hereby warrant that I am a legal competent adult and a parent or legally appointed guardian of the minor, and that I have every right to contract for the minor in the above regard. I state further that I have read the above authorization, release, and agreement, prior to its execution, and that I am fully familiar with the contents of it. This release shall be binding upon the minor and me, and our respective heirs, legal representatives, and assigns.**

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.

MINOR RELEASE (for any participants under the age of 18) I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE 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 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, 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.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19:

I hereby confirm that the Participant does not have an elevated temperature, otherwise exhibit any symptoms of COVID-19, is in good health and able to participate in this program.

By signing this agreement, I acknowledge the contagious nature of COVID-19 And knowingly and voluntarily assume the risks that I, or my child(ren) may be exposed to, or infected by COVID-19 by attending indoor or outdoor programming offered by Frederick Indoor Sports Center, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risks of becoming exposed to or infected by COVID-19 At Frederick Indoor Sports Center may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Frederick Indoor Sports Center and its employees, volunteers, and program participants and their families.

I knowingly and voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury to me, or my children, but not limited to personal injury, disability, and death, illness, damage, loss, claim, liability, or expense of any kids, that I or my child(ren) may experience or incur in connection with mine or my children's attendance at Frederick Indoor Sports Center. On my behalf, and on behalf of my child(ren), I hereby release covenant not to sue, discharge, and hold harmless Frederick County, Maryland and Frederick Indoor Sports Center and their respective elected/appointed officials, employees, agents, representatives, successors, and assigns of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Frederick County, Maryland or Frederick Indoor Sports Center and their respective elected/appointed officials, employees, agents, representatives, successors, and assigns after participation in any Frederick Indoor Sports Center program.



I HAVE READ THE AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Name: _____

Phone: _____ Email: _____

Emergency Contact: _____ Phone: _____

Date: _____ Signature: _____