

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

In consideration of being given the opportunity to participate, in any way, in any sports related activities (Activity) organized, conducted, supervised or managed by Pinnacle Sports, I, for myself and my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE**, agree, and represent that I understand the nature of Sports Activities and that I am qualified, in good health and proper physical condition and otherwise able, without undue risk, to participate in such Activity;
2. **FULLY UNDERSTAND** that: (a) SPORTS ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including, without limitation, 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 Sports Activities, the nature of the Activities taking place or the negligence of any released party hereunder; (c) there may be other risks, including social economic losses, either not known to me or not readily foreseeable at this time arising out of my participation in the Sports Activities. Accordingly, I **FULLY ACCEPT AND ASSUME ANY AND ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN THE SPORTS ACTIVITIES AND SHALL BE SOLELY RESPONSIBLE FOR ANY LOSSES, COSTS AND DAMAGES** that I may incur as a result of my participation in the Sports Activities;
3. **AGREE AND WARRANT** that I will examine and inspect each activity in which I take part and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the management of Pinnacle Sports Complex and will refuse to take part in the Activity until the condition has been corrected to my satisfaction;
4. **RELEASE, DISCHARGE AND COVENANT NOT TO SUE** Pinnacle Sports Complex, LLC, Pinnacle Sports, LLC and their affiliates and their respective members, managers, directors, agents, officers, volunteers and employees and heirs, personal representatives, successors and assigns (collectively referred to herein as the Releasees) from any and all liabilities, claims, actions, demands, losses, costs, expenses or damages of any nature whatsoever, known or unknown, arising out of any injury to person or property by reason of my participation in the Sports Activities, including, without limitation, the negligence of the Releasees. I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity, 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 losses, liabilities, damages, or costs/expenses, including, without limitation, reasonable attorney fees and litigation and court costs, which any Releasees may incur as the result of such claim or my negligent, improper or unlawful conduct; and
5. **HAVE READ** this Release and Waiver, fully understand its terms, understand that I have given up substantial rights by signing this Release and Waiver and have signed it freely and without any inducement or assurance of any nature. I intend this Release and Waiver 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 Release and Waiver is held to be invalid the balance notwithstanding, shall continue in full force and effect. I further acknowledge that I have been advised to seek legal counsel to review this Release and Waiver prior to my signature.
6. While participating in a Pinnacle Sports program or while at a Pinnacle Sports Facility, I agree that my/our conduct will reflect and mirror the Mission of Pinnacle Sports.