

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while utilizing the KSM Sports Indoor Facility (the "Activity"), and as consideration for the right to participate in the Activity, I, the undersigned, hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives or agents, knowingly, intelligently, and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge **KSM Sports Indoor Facility LLC** (the "Facility"), its affiliates, managers, members, agents, attorneys, staff, volunteers, contractors, heirs, representatives, predecessors, successors, and assigns, for any and all physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I, the undersigned, may suffer as a result of my participation in the aforementioned Activity, including traveling to and form an event related to this Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of and assuming the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability including paralysis, economic or emotional loss, and death. I understand that there are risks inherent with all physical activity and acknowledge that I should consult with a physician before engaging in any physical activity. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to and from the Activity and participation in this Activity.

I agree to indemnify and hold harmless the Facility against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs. If the Facility incurs any of these types of expenses, I agree to reimburse the Facility. I acknowledge that the Facility and its directors, officers, volunteers, contractors, representatives, and agents are not responsible for errors, omissions, acts or of failures to act of any party or entity conducting the Activity or a specific event in the Activity. If I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

By executing this "Waiver and Release of Liability," I acknowledge that I have carefully read this "Waiver and Release of Liability" and fully understand that it is a release of liability. I expressly agree to release and discharge the Facility and all of its affiliates, managers, members, agents, attorneys, staff, contractors, volunteers, heirs, representatives, predecessors, successors, and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against the Facility for personal injury or property damage. To the extent that statute of case law does not prohibit releases for negligence, this release is also for negligence on the part of the Facility, its members, agents, contractors, and employees.

Signature

Print name: _____

Date: _____