

**BIG KID SPORTS LLC**  
**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK**  
**AND INDEMNITY AGREEMENT**

**READ THIS DOCUMENT (" AGREEMENT") CAREFULLY BEFORE SIGNING. THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT.**

**IN CONSIDERATION** of participation in any Big Kid Sports LLC sanctioned event (the "Event" or "Events") as either a member or participant of Big Kid Sports LLC or through the issuance of a single event license or permit; I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement;

I hereby represent that: (i) I am in good health and in proper physical condition to participate in Big Kid Sports LLC Events; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in any of the Events. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in any Events.

**I understand and acknowledge the physical and mental rigors associated with Big Kid Sports LLC Events**, and realize that activities involving physical contact, running, jumping or otherwise leaving one's feet, diving, sliding, or interaction with moving objects that are thrown or otherwise used in the Events are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Events, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Events.

**I agree to be familiar with and abide by the Rules and Regulations established for the Events, including but not limited to the Competitive Rules adopted by Big Kid Sports LLC**

I also accept sole responsibility for my own conduct and actions while participating in the Events, and the condition and adequacy of my equipment.

**I hereby Release, Waive and Covenant Not to Sue**, and further agree to Indemnify, Defend and Hold Harmless the following parties: Big Kid Sports LLC, the Event Organizers and Promoters, Event Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Events take place, Law Enforcement Agencies and other Public Entities providing support for the Events, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Events, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**I ACCEPT THE ABOVE TERMS**

**I certify that I am 18 years of age or older, that I am legally competent and capable of executing this Agreement on my own behalf, that I have read the foregoing and have made a conscious decision to sign it of my own free will.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
EMAIL ADDRESS