

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

Participant First Name: \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name: \_\_\_\_\_

DOB: \_\_\_\_\_ Gender: \_\_\_\_\_

## TERMS AND CONDITIONS OF PARTICIPATION READ CAREFULLY BEFORE SIGNING

Notice to Parents and Legal Guardians In consideration of my minor child or ward being permitted to participate in any 1UP Recreation programs (“Event” or “Events”) and activities conducted in conjunction therewith (“Activity”) (collectively, the “Event/Activity”), wherever the Event and/or activities may occur, I hereby attest that, after reading this “Waiver and Permission Form” completely and carefully, including the notice below, I acknowledge that participation in the Event by my child or ward is entirely voluntary, and that I understand and agree as follows:

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF 1UP RECREATION, LLC., THE EVENT, EVENT HOST, AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES; DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES, (COLLECTIVELY THE “RELEASED PARTIES”) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY THAT CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM 1UP RECREATION, LLC, AND OTHER AFFILIATED OR RELATED COMPANIES, OF THE EVENT, EVENT HOST, AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. 1UP RECREATION, LLC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

SPORTS ACTIVITY ASSUMPTION OF RISK/LIABILITY RELEASE AND INDEMNITY: I understand that incidental to my child or ward’s participation in the Event/Activity, my child or ward may be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment, death, and that such participation may also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence and failure to act of my child or ward and others (including but not limited to other individuals in attendance at the Event/Activity and the Released Parties) and from the condition of any property, facilities or equipment used. I also understand that there may be risks involved which are not known to me, my child or ward or to the Released Parties, and may not be foreseen or reasonably foreseeable by any of us at this time or at the

time of the Event/Activity. I agree, on behalf of my child or ward, to assume all of the foregoing risks, which risks may include, among other things, muscle injuries and broken bones, as well as the risk of any negligence by other participants or by the Released Parties, and the risk of injury caused by the condition of any property, facilities or equipment used during the Event, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability, or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with my participation in the Event/Activity. On behalf of myself, my child or ward, heirs, executors, administrators and next of kin of each, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined above) of and from all Claims arising out of or in any way connected with my child or ward's participation in the Event/Activity, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such Claims including, but not limited to, all attorneys' fees and disbursements up through and including any appeal. I understand that this release and indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by my child or ward before, during or after such participation.

**INSURANCE:** I agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my benefit or that of my child or ward relative to my child's or ward's participation in the activities and the Event, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my child's or ward's participation in the Event/Activity, at my own expense.

**PHYSICAL CONDITION/MEDICAL AUTHORIZATION:** I hereby certify that my child or ward is physically fit for participation in the Event/Activity and has the skill level and mental state required in connection with the Event/Activity, and I have not been advised otherwise. I agree that before my child or ward participates in any activity conducted in conjunction with the Event/Activity, I or my child or ward will inspect all related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my child's or ward's attendance in connection with the Event/Activity, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my child's or ward's behalf. Additionally, I authorize medical treatment for my child or ward, at my cost, if the need arises; however, I acknowledge that the Released Parties will have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment. To the extent athletic trainer or paramedic services are available at an Event/Activity, I hereby consent to such athletic trainer and/or paramedics furnishing athletic trainer/paramedic services to any Event or Activity participant or attendee for whom I am authorized to make health care decisions, including any minor child or ward for whom I make health care decisions. I understand and agree athletic trainers and paramedics furnish limited services, are not physicians or licensed to provide medical services, and will not provide services beyond the licensed scope of their authority or practice. I acknowledge and agree there is no guarantee any particular therapy, treatment, or service furnished or proposed by an athletic trainer or paramedic will be successful or effective, and in the event of injury or illness, I acknowledge and agree it is my sole responsibility to seek prompt medical treatment for myself, my child or my ward.

**EQUIPMENT AND FACILITIES INSPECTION:** I, or my child or ward if I am not in attendance at the Event/Activity, will immediately advise the Event manager of any unsafe condition that I, or my child or ward if I am not in attendance at the Event/Activity, observe. My child or ward will refuse to participate, and I will refuse to let my child or ward to participate, in the Event/Activity until all unsafe conditions observed by me, or my child or ward, have been remedied.

**PARTICIPANT REPRESENTATIONS:** I hereby represent to the Released Parties the following: 1. The Released Parties, their respective employees and agents have not made any representations or warranties whatsoever with respect to the facilities, the equipment present at the facilities, services and/or other accommodations that may or may not be provided in connection with the Event/Activity.

2. I am aware that the Released Parties are relying on the representations, acknowledgements, warranties and undertakings made by me in this Waiver and Permission Form.

3. I understand that this Waiver and Permission Form, including but not limited to the releases contained herein, are intended to be as broad and inclusive as permitted by the laws of the State of Washington.

**PUBLICITY RIGHTS:** I further grant the Released Parties the right to photograph, record and/or videotape me and my child or ward and further to display, edit, use and/or otherwise exploit my or my child's or ward's name, face, likeness, Event/Activity information and results (as more fully described below), voice, and appearance in all media, whether now known or hereafter devised, (including, without limitation, in computer or other device applications, online webcasts, television programming in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, promotional or commercial purposes or otherwise, including, without limitation, publication and use of Event/Activity information and results (including, but not limited to name, uniform number, age, times, gender, "hometown", or other Event/Activity results), without compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

#### Participant Consent

By signing below, I certify that: (1) I have fully and completely read and understand this Waiver and Permission Form; (2) I am 18 years of age or older; (3) I am the natural or legal guardian of the minor child or ward identified above; (4) the information set forth above pertaining to my child or ward is true and complete; and, (5) I consent and agree to the all of the foregoing on behalf of myself and my minor child or ward identified above.

Hard copies of this waiver must be signed with blue or black ink. Hard copies may be signed and scanned, only. Photographs are not permitted. The entire waiver is required for acceptance, when scanned.

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**Date**

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**Signature of Parent/Guardian**

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**Printed Name of Parent/Guardian**