

WAIVER & RELEASE OF LIABILITY

HI-5 SPORTS INC. ("Released Party") is a New York not-for-profit corporation. The purpose of this agreement is to exempt, waive and relieve Released Party from any and all liability for wrongful death, personal injury, and property damage, including, but not limited to, liability arising from the negligence of Released Party. Released Party includes HI-5 SPORTS INC. and their representatives, administrators, directors, agents, coaches, employees, and volunteers; other participants, sponsoring agencies, sponsors and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place. **In consideration of the undersigned Participant being allowed to participate in any way in HI-5 SPORTS INC. related events and activities, (the Undersigned means only the Participant when the Participant is age 18 or older or it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18) agrees and acknowledges as follows:**

1. **Risks of Activity.** Undersigned acknowledges that Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include, but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and negligence of the Released Party. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.
2. **Release and Indemnification.** Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Party for any claims or causes of action for any liability or loss of any nature, including personal injury, death and/or property damage, arising out of or relating to Participant's participation in the activities, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Party; and (b) agrees to indemnify, defend, and hold harmless the Released Party from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the activities.
3. **Helmet Use.** Undersigned agrees that Participant shall use a helmet when participating in any activity or portion thereof when directed by Released Party. Undersigned understands that a helmet is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the activities can expose the Participant to forces that exceed the limits of protection provided by a helmet. Undersigned agrees to assume full responsibility for complying with this paragraph and that Released Party shall not be liable for any injury or damages resulting from participant's failure to use a helmet.

4. **Parental Supervision.** The Undersigned acknowledges and agrees that if the Participant is under the age of 18, the Participant shall, at all times, be accompanied by a parent or legal guardian during any Hi-5 SPORTS INC. related events and activities.
5. **Miscellaneous.** Undersigned agrees (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this agreement shall be governed by the laws of the State of New York and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Saratoga County, NY; and (c) this agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the undersigned.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Participant's Signature

Print Participant's Name

Date

FOR PARTICIPANTS UNDER THE AGE OF 18

Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the activities. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

Parent/Guardian's Signature

Print Parent/Guardian's Name

Relationship

Date