



## **PARTICIPATION AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK**

**BY SIGNING THIS DOCUMENT, YOU MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

**TO:** ATM Development, LLC d/b/a Wide World of Indoor Sports ("ATM"), and the League of which I am a participant in ("League") and their owners, officers, directors, agents, employees and/or representatives (collectively "Releasees"):

**WARNING OF RISK:** I am aware that Sports-play is intended to challenge and engage the physical, mental and emotional resources of the participant. Despite careful and proper preparation, instruction, conditioning and equipment, there is a risk of serious injury, including, but not limited to, head injury, neck or back injury, wrist or ankle fractures and other orthopedic injuries to limbs and joints. I am aware that if I have a history of these problems that I should seek the advice of a physician BEFORE engaging in activities that may aggravate my pre-existing problems. I am also aware that it is impossible to foresee all hazards and dangers. I am aware that the very nature of sports-play involves falls, collisions with other participants of varying degrees of skill, horseplay and carelessness of participants including myself and/or my minor child, failure in supervision or instruction. I am aware that these risks may be caused by mine or my minor child's ordinary negligence or of other participants in the League. These risks and dangers may also include those arising from mine or my minor child's participation with bigger, faster and stronger participants in the League. In this regard, I recognize that it is impossible for ATM to guarantee absolute safety.

**ASSUMPTION OF RISK:** I am aware that sport-play involves certain inherent risks, dangers, and hazards, which can result in serious personal injury or death. I am also aware that sports complexes contain potential dangers to the sport-playing public. As such, I hereby, for myself and/or, if applicable, my minor child, freely and voluntarily agree to assume and fully accept any and all known and unknown risks of injury, regardless of the severity of any such injury, while either I and/or my minor child is participating in sports activities at the complex known as Wide World of Indoor Sports located at 621 Pound Hill Road, Bldg. 200, North Smithfield, Rhode Island (the "Complex"). I further recognize and acknowledge that the risks inherent in sport-play can be greatly reduced by: taking lessons, abiding by League and/or Complex rules/regulations, consulting with a physician about any pre-existing conditions, and using common sense.

**RELEASE AND WAIVER OF CLAIMS AGREEMENT:** In consideration of allowing me to participate in the League's sport-play activities at the Complex, I hereby, for myself and if applicable, for my minor child, to the fullest extent permitted by law:

1. **WAIVE ANY AND ALL CLAIMS** that I and/or my minor child if applicable, have or may in the future have against each of the Releasees resulting from the League's activities at the Complex and my and/or my minor child's participation therein.
2. **RELEASE** each of the Releasees from any and all liability for any loss, damage, injury or expense that I or if applicable, my minor child may suffer, as a result of my or my minor child's participation in the activity described in this Agreement, due to any cause whatsoever, including negligence or breach of contract on the part of the Releasees in the operation, supervision, design or maintenance of the Complex.
3. **INDEMNIFY** and hold harmless the Releasees against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of my or my minor child's participation in the sports-play activities described in this Agreement, whenever and however they occur but only in proportion to and to the extent such liability, loss, expense or claim for injury are caused by or result from mine or my minor child's acts or omissions.

**ARBITRATION:** In further consideration of allowing me to participate in the League's sport activities in the Complex, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against the any of the Releasees arising from the League's activities at the Complex. The arbitration shall be pursuant to the rules of the America Arbitration Association. The arbitrators shall apply the Federal Rules of Evidence to all proceedings.

Arbitration shall be commenced within one (1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in the town where the Complex is located, unless otherwise mutually agreed to by all the parties. The submission to the American Arbitration Association shall be unlimited and the arbitration award may be enforced by any court of competent jurisdiction.

**SEVERABILITY:** I further agree that the foregoing is intended to be as broad and inclusive as is permitted by the State of Rhode Island and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal effect.

**BINDING EFFECT OF AGREEMENT:** In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, and legal representatives, or assigns.

**ENTIRE AGREEMENT:** In entering into this Agreement, I am not relying upon any oral or written representation other than what is set forth in this Agreement.

**REPRESENTATION:** I represent that I or my minor child, if applicable, is in good health and have no physical limitations that would prevent me or my minor child from participating in vigorous and strenuous league sports-play.

**PHOTOGRAPHY:** I consent to me or my child being photographed, interviewed, and/or videotaped by representatives of Wide World of Indoor Sports and/or media outlets (newspaper, T.V. stations, etc.). Wide World of Indoor Sports uses photos of adults and children in marketing publications to share information about Wide World of Indoor Sports. Any images obtained may be reproduced by Wide World of Indoor Sports and/or the public media for use in advertising, publicity, or educational activities. Wide World of Indoor Sports marketing campaigns include but are not limited to: the website, advertisements, annual reports, posters, banners, bulletin boards, and other public relations materials. I hereby waive any claims I may have, and release Wide World of Indoor Sports and its employees and affiliates from liability of claims arising out of such activities.

**ON-LINE REGISTRATION:** If registering on-line or via facsimile, my on-line signature by checking the box below or facsimile signature shall substitute for and have the same legal effect as an original form signature. PARTICIPATION WILL BE DENIED if the signature of adult participant or parent/guardian of minor child and date are not on this Agreement.

*I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASEES.*

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Participant Name	Date of Birth
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Address	City/State/Zip
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Telephone Number/s	Email Address
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Signature ( <i>Parent/Guardian signature required if participant is under 18 years of age</i> )	Date
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