

MVP SPORTS, LLC

PARTICIPANT RELEASE AND WAIVER OF LIABILITY

ASSUMPTION OF RISK AND INDEMINITY AGREEMENT

In consideration of participating in any way in any of the "Activities" (defined as, but not limited to, any field activity, court activity, competition, physical training or exercise) offered or allowed by MVP Sports, LLC, Champions Sports Center and Champs Fitness USA (hereinafter collectively referred to as "CHAMPIONS"), and also their directors, officers, employees, agents, members, volunteers, participants, and all other persons or entities acting in any capacity on CHAMPIONS behalf, I hereby agree to release, discharge and indemnify CHAMPIONS on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate, as follows:

1. I acknowledge, agree and represent that I understand the nature of the Activities offered at Champions, and that I am qualified, in good health, and in proper physical condition to participate in any Activity that I see fit, of my own choosing and voluntarily. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. I certify that I have adequate insurance to cover any injuries I may suffer or cause while participating in any of the Activities offered at CHAMPIONS. I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
3. I fully understand that: (a) the offered activities involves risks and dangers of serious bodily injury, including permanent disability, paralysis and death (RISKS); (b) these RISKS and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the "releases" named below or the negligence of third parties; (c) there may be other RISKS, and social and economic losses, either not known to me or not readily foreseeable at this time, and I fully accept and understand and assume all such risks and all responsibilities for losses, costs, and damages that I incur as a result of my participation or that of the minor in the Activity.
4. I hereby release, discharge, and covenant not to bring legal action against CHAMPIONS, their respective administrators, directors, officers, employees, agents, members, volunteers, and other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by negligence of the "releases" or third parties, including negligent rescue operations.
5. I further agree that if, despite signing this release I, or anyone on my behalf makes a claim against any of the "RELEASEES", I will indemnify, save and hold harmless each of the "RELEASEES" from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.
6. **I FULLY UNDERSTAND THIS WAIVERS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS WAIVER, AND HAVE SIGNED THE WAIVER FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND THE WAIVER TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

By signing below, you acknowledge that you have read the foregoing, understand it and agree to the terms.

Participant's Name: _____ Date of Birth: _____

Parent's Name (if under the age of 18): _____ Home Phone: _____

Street _____ City _____ State _____ Zip _____

E-Mail Address (Parent/Guardian) _____

**Signature (Parent/Guardian Signature required if under the age of 18): _____ Date: _____