

# **MEDINA FIELDHOUSE, LLC**

## **PARTICIPANT WAIVER AND INDEMNITY AGREEMENT**

I acknowledge and understand that **MEDINA FIELDHOUSE LLC, TOUCHSTONE PROPERTIES** and all their affiliates, have granted me permission to utilize the **MEDINA FIELDHOUSE FACILITY**, the undersigned participant, or if the participant is under eighteen (18) years of age, the undersigned parent/guardian of the participant does hereby acknowledge and agree:

1. That participation in sports is hazardous and may result in injury or death:
2. That I assume and/or assume on behalf of my child or ward, all risk of injury, both known or unknown, or loss incurred at or arising out of the use of or presence in the **MEDINA FIELDHOUSE FACILITY**, or on their grounds.
3. I willingly agree to comply with the stated and customary terms and conditions for participation; if however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and
4. That for myself and/or for my child or ward, our heirs, executors, administrators, and personal representatives, I do hereby:
  - a. forever waive, release and hold harmless the **MEDINA FIELDHOUSE LLC, TOUCHSTONE PROPERTIES** their shareholders, directors, officers, agents, employees and owner of the facility from and against any and all claims, actions, demands, costs or expenses, including but not limited to negligence, bodily injury, wrongful death, theft or property damage arising directly or indirectly out of participant's use of or presence in the **MEDINA FIELDHOUSE FACILITY** or their grounds.
  - b. agree to indemnify and reimburse **MEDINA FIELDHOUSE LLC, TOUCHSTONE PROPERTIES** their shareholders, directors, officers, agent, and employees, and the owners of the facility for any losses, judgments, costs or expenses, including legal fees, that may incur as a result of any claims, actions, or demands which may be brought, including but not limited to, negligence, bodily injury and/or loss, theft or destruction of personal property arising directly or indirectly out of participant's use of or presence in the **MEDINA FIELDHOUSE FACILITY**, or on their grounds.
5. **I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
**Print Name of Participant**

\_\_\_\_\_  
**Participant's Date of Birth**

\_\_\_\_\_  
**Participant's Email(s)**

\_\_\_\_\_  
**Print Participant's Street Address**

\_\_\_\_\_  
**Print Participant's City, State, and Zip Code**

\_\_\_\_\_  
**Print Name of Participant's Team**

\_\_\_\_\_  
**Participant's Emergency Telephone Number**

\_\_\_\_\_  
**Signature of Participant or Parent/Guardian if under 18 yrs.**

\_\_\_\_\_  
**Date Signed**