



RELEASE OF LIABILITY, ASSUMPTION OF RISK, CONSENT AND INDEMNITY AGREEMENT

In consideration of me or the minor child named below (the "Minor") being permitted to participate in any activity organized, administered or sponsored by the **Ultimate Players Association** (each, an "Activity" and, collectively, "Activities"), I agree or the minor and the undersigned parent or guardian each agree that:

1. I understand that dangers exist with respect to each Activity due to many factors, including without limitation my own or the Minor's actions or inactions, the actions or inactions of others participating in or viewing such Activity, and the weather, field, facility or other prevalent conditions. I also understand the nature of the Activities, and acknowledge my or the Minor's experience and capabilities, and represent and warrant that I or the Minor is qualified and physically able to fully participate in such Activities. I or the Minor is aware that any Activity may be conducted on spaces and/or in facilities open to the public. If, at any time, I believe that the conditions surrounding any Activity, including the actions of others, are unsafe to me, I will immediately discontinue further participation in such Activity.

2. I FULLY UNDERSTAND that: (a) each Activity involves physical and other risks and dangers, including without limitation those of SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, BLINDNESS, PARALYSIS AND DEATH ("Risks"); (b) these Risks may result from a number of factors, including without limitation my or the Minor's own actions or inactions, the actions or inactions of others participating in or viewing such Activity, the weather, field, facility or other prevalent conditions, or THE NEGLIGENCE OF ONE OR MORE "RELEASEES," AS DEFINED BELOW; (c) there may be other risks, and social and economic losses, either not known to me or not readily foreseeable at this time; and (d) I FULLY ACCEPT AND ASSUME ALL OF SUCH RISKS AND ALL RESPONSIBILITY FOR ANY LOSSES, COSTS, EXPENSES, LIABILITIES AND DAMAGES incurred as a result of or in connection with my or the Minor's participation in any way in such Activity.

3. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS the **Ultimate Players Association** and its administrators, directors, agents, officers, volunteers, employees and members, all other participants in, sponsors of and advertisers for any Activity, and all owners, operators, lessors and service providers of or for the premises in or on which any Activity takes place (each, a "Releasee") of, from and against any and all claims, actions, demands, losses, costs, expenses, liabilities or damages resulting or arising from, or incurred in connection with, any Activity (each, a "Claim"), including without limitation any Claim caused, resulting or arising from, or alleged to be caused, resulting or arising from, in whole or in part, the negligence of any Releasee, including any negligent rescue operation. I further agree that if, despite this release, I, the undersigned parent or guardian, the Minor or anyone on my, his, her or their behalf makes a Claim against any Releasee, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS SUCH RELEASEE OF, FROM AND AGAINST ANY LOSS, COST, EXPENSE, DAMAGE OR LIABILITY THAT SUCH RELEASEE MAY INCUR AS A RESULT OF, ARISING FROM OR IN CONNECTION WITH SUCH CLAIM, INCLUDING WITHOUT LIMITATION ANY ATTORNEYS' FEES, OR OTHER COSTS OR EXPENSES OF LITIGATION.**

4. **I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS AGREEMENT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL CLAIMS AND LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, AND AGREE THAT IF ANY TERM OR CONDITION HEREIN IS HELD TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THAT ALL OTHER TERMS AND CONDITIONS HEREOF SHALL CONTINUE IN FULL FORCE AND EFFECT.**

Participant's UPA ID Number

Printed Name of Participant

Participant Signature

Date

18 Yrs or older*

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date

Under 18 Yrs Old*

**All participants must sign the waiver of liability. Participants under the age of 18 also need a parent/guardian signature. Select the appropriate age box so we can confirm that you have completed the waiver correctly.*