



## **Madskillz Lax LLC Agreement, Release and Waiver of Liability**

In consideration of being permitted to participate in or assisting others in participating in the Madskillz Lax Club Program, and related events and activities, on behalf of myself, or a minor child or ward, heir, next of kin, personal representative, successor or assign;

**(A) I ACKNOWLEDGE, UNDERSTAND, DECLARE AND AGREE THAT:**

(1) To the best of my knowledge, my child/dependent is in Good Physical Condition and has no disease or injury that would be aggravated by participating in activities related to the Madskillz Lax Club Program.

(2) Participating or assisting others in participating in the Madskillz Lax Club Program may involve **RISK OF INJURY TO MY CHILD/DEPENDENT, INCLUDING DEATH, LOSS OR DAMAGE TO MY CHILD/DEPENDENT OR MY PROPERTY**, or other consequences, which might result not only from my own actions, inaction or negligence but also the actions, inaction or negligence of others, the rules of play, or the conditions of the premises or of any equipment used;

(3) There may be **OTHER RISKS** not known or not reasonably foreseeable; and Understanding All of the above;

**(B) I ASSUME ALL OF THE ABOVE RISKS AND RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, INDEMNIFY AND COVENANT NOT TO SUE:**

(1) Madskillz Lax LLC, its affiliated organizations and sponsors, employees or volunteers, coaches, trainers, officials affiliated with any organizations, agencies, sponsors, or advertisers, the respective administrators, officers, directors, agents, representatives, employees, volunteers, coaches, trainers, officials or any other individuals affiliated with the Madskillz Lax LLC;

(2) Any affiliated subsidiary, successor, organization, or related companies or businesses, other participants, participating or sponsoring municipalities, governmental agencies, international organizations, agencies, sponsors, or advertisers, the respective administrators, officers, directors, agents, representatives, employees or volunteers of such entities or organizations;

(3) Owners, lessors and lessees of premises used to conduct the Madskillz Lax Club Program. **FROM ANY AND ALL LIABILITY FOR INJURY, INCLUDING DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY, OR ANY OTHER CONSEQUENCE** in connection with entry in or arising out of participation in, performance in or lack of performance in, including travel en route to and from the Madskillz Lax Club Events..

(C) I FURTHER AGREE THAT:

(1) Prior to participating in any event, I, as a parent or guardian, will INSPECT the facilities and equipment to be used, and if I believe same to be unsafe, I will immediately REPORT such condition(s) to the athletic coach, supervisor, or official connected with the Madskillz Lax Club Program of same and either DECLINE TO HAVE MY CHILD/DEPENDENT PARTICIPATE or ASSUME THE RISK of participating;

(2) I will ALLOW my and my child/dependents PHOTOGRAPH, PICTURE or LIKENESS and/or VOICE to APPEAR in any official documentary, promotional (including any and all advertisements), television, radio or film coverage of the Madskillz Lax Club Program and Events, WITHOUT COMPENSATION.

(c) I have read and fully understand the NO REFUND policy as implemented by the Madskillz Lax Program and forfeit all entry fees in event of withdrawal from competition.

(4) I CONSENT TO ALL EMERGENCY MEDICAL TREATMENT as may be deemed appropriate under existing circumstances by medical personnel. I also authorize the directors, coaches, or Madskillz Lax LLC staff to request medical treatment as necessary to insure my child/dependent's well being.