

# **HORIZON INDOOR SPORTS VOLUNTARY RELEASE-WAIVER-ASSUMPTION OF RISK AND FULL INDEMNITY AGREEMENT**

The undersigned participant hereinafter referred to as the “undersigned” requests and is granted the revocable permission to enter upon the premises of Horizon Indoor Sports Center to participate as a player or coach in said soccer and volleyball games, rock climbing, birthday parties, renting the fields and/or matches, and/or camps, and/or practices, and/or scrimmages, and/or other activities that may be conducted within the Horizon Indoor Center Premises. Said entry shall hereinafter be referred to as “revocable entry”.

In consideration of the “revocable permissive entry” onto the premises of the Horizon Indoor Sports Center, the undersigned, of himself/herself, all-personal representatives, executors, executrixes, heirs, next of kin, spouse, and assigns do hereby agree as follows:

1. The undersigned does hereby FULLY RELEASE, FULLY WAIVE, FULLY DISCHARGE, AND COVENANT NOT TO SUE, the operators, of Horizon Indoor Sports Center, Inc., a Texas Corporation, its officers, directors, shareholders, employees, agents, managers, attorneys, subsidiaries, independent contractors, successors or assigns, (hereinafter collectively referred to as “releases”) and each of them from any and all claims, and/or the ordinary negligence of “releases”, and/or the strict liability, and/or the negligence of any third part or participant, which causes the undersigned injury, death, person injury, bodily injury, property damages, or any other type or kind of injury, and/or loss, and/or damages. The undersigned hereby covenants to “releases” harmless from and to fully indemnify “releases” for any type or kind of damages, judgments, awards, or related expenses (including but limited to “releases” attorney fees and court costs” that payment of any type or kind of damages, judgments, awards, or related expenses (including but limited to “releases” attorney fees and court costs) that “releases” may incur as a result of the participation of the undersigned in any activity, and/or game, and/or match, and/or practice, and/or camp, and/or scrimmages, and/or leagues conducted with the Horizon Indoor Sports Center premises at any time.

2. The undersigned verifies that he/she is physically fit and sufficiently trained to play and complete in the Horizon Indoor Sports Center leagues, camps, practices, games, scrimmages, matches, and other activities and that the undersigned physical condition for participation in the Horizon Indoor Sports Center leagues, camps, practices, games, scrimmages matches, and other activities has been verified by a licensed medical doctor during the last six months. **Pregnant women are not allowed to participate in sports leagues.** The undersigned verifies the he/she has and shall maintain, sufficient medical insurance to cover any and all medical expenses that may arise from the undersigned participation in the Horizon Indoor Sports Center Leagues, or other activities and the undersigned does not, and shall not rely upon or look towards the Horizon Indoor Sports Center and/or the “releases” for any compensation.

3. The undersigned ACKNOWLEDGES that there is INHERENT DANGER in the participation in any and all soccer, volleyball, rock-climbing or any sports and/or fitness activities that is offered at Horizon Indoor Sports Center facilities, including but not limited to games, matches, practices, camps, scrimmages, and other activities, which the undersigned has inspected the Horizon Indoor Sports Center premises. **THE UNDERSIGNED VOLUNTARILY ELECTS TO ACCEPT ALL RISKS CONNECTED WITH HIS/HER PARTICIPATION IN ALL ACTIVITIES, AS DESCRIBED ABOVE. THE UNDERSIGNED HAS READ THIS DOCUMENT CAREFULLY AND FULLY UNDERSTANDS EACH AND ALL OF ITS TERMS. THE UNDERSIGNED UNDERSTANDS THAT IT IS A RELEASE OF ALL CLAIMS. THE UNDERSIGNED UNDERSTANDS THAT HE/SHE ASSUMES ALL RISKS INHERENT IN ALL EVIDENCING HIS/HER ACCEPTANCE OF THE ABOVE PROVISIONS; THEREFOR, IT IS THE SOLE RESPONSIBILITY OF THE UNDERSIGNED TO REMOVE HIMSELF/HERSELF OR/AND THE PARTICIPANT CHILD(REN) FROM THE PREMISES IF IN THEIR OPINION HE/SHE BELIEVES THAT THERE IS ANY DANGER OR HARM IN THEIR PARTICIPATION.**

4. If a provision of this agreement is held to be illegal or invalid by a court or competent jurisdiction, such provision shall be considered served and deleted, Such severance and deletion shall not effect.

5. Should any dispute arise pertaining to the terms of the agreement, or should any action filed or commenced to enforce the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and cost, whether or not such dispute proceeds to judgment.

6. By signing this document, I acknowledge that if I or my child is hurt or property is damaged during my/my child participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Horizon Indoor Sports on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it and I agree to be bound by its terms.

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Participant Birth Date

\_\_\_\_\_  
Participants Name Legibly

\_\_\_\_\_  
City & State

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Phone Number & Provider

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Team Name (League & Division)

\_\_\_\_\_  
Participant's Signature

**If the participant named herein is under the age of eighteen (18) years, complete below:**

I, participant's parent or legal guardian, hereby and affirm the foregoing VOLUNTARY RELEASE-WAIVER-ASSUMPTION OF RISK AND FULL INDEMNITY AGREEMENT ON BEHALF OF PARTICIPANT (minor's Name) \_\_\_\_\_, myself and participant's family and all other parties as stated above. By affirming and consenting to the Voluntary Release, Wavier, Assumption of Risk and Full Indemnity Agreement, it is my intention that terms of the document by, through my consent, as effective as if the participant were an adult rather than a minor.

\_\_\_\_\_  
Print Parent Name Legibly

\_\_\_\_\_  
Parent's Signature

