

**SOUTHPOINTE FIELDHOUSE AND COURTHOUSE
ATHLETIC FACILITIES
104 Cecil Henderson Road
Canonsburg, Pennsylvania 15317**

724-747-4222

www.southpointefieldhouse.com

PARTICIPANT'S RELEASE, WAIVER, INDEMNITY & ASSUMPTION OF RISK

This Participants' Release, Waiver, Indemnity & Assumption of Risk shall be completed by, and signed by or on behalf of, each player, coach or other person, and all referees and other field judges, who enter the Southpointe Fieldhouse or Courthouse premises.

If the person is less than 18 years old, this Participant's Release, Waiver, Indemnity & Assumption of Risk is to be signed by a Parent/Guardian.

Participant's Name: _____

Date of Birth: _____ Cell Phone: _____

Address: _____

City: _____ State: _____ Zip Code: _____

I, the participant or the participant's parent/guardian, understand the nature of sports, physical activities and this participant's experience. The participant is in good health and in proper physical and mental condition to participate in sports and other physical activities. I also understand that participants may become injured during sports and other physical activities.

Release, Waiver and Indemnity Agreement

I, for myself, the minor participant (if a minor), my heirs, next of kin, personal representatives, successors and assigns, do hereby release, waive, discharge, covenant not to sue and agree to indemnify, save and hold harmless Southpointe Field House, LLC, Southpointe Courthouse, LLC, Southpointe Management, LLC and MBM Enterprises, LLC and any of their officers, directors, independent contractors, employees, volunteers, event holders, event sponsors, event volunteers, shareholders and members from all liability claims, demands, losses or damages on this participant's account from participant's disability, personal injury, death, property damage, property theft or actions of any kind, including participants travel to and from the Southpointe athletic facilities, caused or alleged to be caused, in whole or in part, by Southpointe Field House, LLC, Southpointe Courthouse, LLC, Southpointe Management, LLC and MBM Enterprises, LLC and/or any of their officers, directors, independent contractors, employees, volunteers, event holders, event sponsors, event volunteers, shareholders and/or members, or otherwise (Released Parties). I further agree that if, despite this release, I, the participant or anyone on the participant's behalf makes a claim against any of the above named released parties, I will indemnify, save and hold harmless any of the above named released parties from any litigation expenses, attorney fees, loss liability, damages, or costs any may incur as a result of any such claim.

Assumption of Risk

Physical activity, by its nature, carries with it certain inherent risks that cannot be eliminated regardless of the care

taken to avoid injuries. Specific injuries and risks vary from one activity to another. There is a potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people, including but not limited to participants, volunteers, spectators, coaches, event officials, and/or producers of the event.

I have read the Assumption of Risks paragraph and know, understand and appreciate these and other risks that are inherent in the activities held at any of the Southpointe athletic facilities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks of death, injury and/or property loss.

Arbitration

The parties agree that controversies arising under this Agreement or relating to an alleged breach thereof shall be determined by arbitration in accordance with the rules that are then in effect of the American Arbitration Association in the Commonwealth of Pennsylvania or at another location mutually agreed upon by the parties. It is understood that such arbitration is final and binding upon the parties and, by executing this Agreement, the parties are waiving their rights to seek damages in court, including the right to a jury trial. In the event that a dispute arises under this Agreement or relating to an alleged breach thereof, each of the parties shall bear their own legal fees and expenses.

Acknowledgment of Understanding

I have read this Participants' Release, Waiver, Indemnity & Assumption of Risk, fully understand its terms, and understand that I am giving up substantial rights, including the right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant

Date

Signature of Parent/Legal Guardian of Minor (if under age 18)

Date

By signing this document, the parent or legal guardian does hereby represents that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify the released parties described above from all liability, loss, cost, claim or damage whatsoever, which may be imposed upon said released parties because of any defect in or lack of such capacity to so act, and releases said parties on behalf of the minor and the parents or legal guardian.