The Facility/3UP3DOWNMI, LLC

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in ANY event, including team sponsored event(s), or sporting event(s) at or with The Facility/3UP3DOWNMI, LLC and for other goods and valuable consideration, I hereby agree to release and discharge from liability arising from negligence The Facility/3UP3DOWNMI, LLC and its owners, directors, officers, employees, agents, volunteers, participants and all other persons or entities acting for them (hereinafter in collectively referred to as "Releasees"), on behalf of myself and my children, heirs, assigns, personal representatives and estate, and also agree as follows:

1. I acknowledge that by using The Facility/3UP3DOWNMI, LLC Training Center and or being involved in ANY The Facility/3UP3DOWNMI, LLC events, including team sponsored event(s), or sporting event(s) involves known and unanticipated risks, which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments, bruises, and other bodily injuries as serious as death, disability or blindness caused by contact with sports equipment, other participants, or structures like walls or fences, or caused by uneven ground, medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

2. I expressly accept and assume all of the risks inherent in any activity that might have been caused by the negligence of the Releasees. My participation in any activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue my participation.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasee from any and all claims, demands, or causes of action which are in any way connected with my participation in any activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasee or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I declare that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in any activity, or else I agree to bear the cost of such injury or damage myself. I further declare that I have no medical or physical condition, which could interfere with my safety in any activity. I am willing to assume and bear the costs of – all risks that may be created, directly or indirectly, by such condition.

5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' event took place and I further agree that the substantive law of that state shall apply.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remain portions shall remain in full force and effect.

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By signing this document, I agree that if I am hurt or my property is damaged, lost or stolen during my participation in any activity or event, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and should I choose to do so, consult with legal counsel prior to signing. Also, I understand that any activity might not e made available to me or that the cost to engage in any activity would be significantly greater if I were to choose not to sign this release. I agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

I have read and understand this document and I agree to be bound by its terms.

Signature_____ Date_____

Print Name_____

Address_____

City, State, Zip Code_____

Phone_____ Cell_____ Email_____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(MUST BE FULLY COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of _____(print minor's name) being permitted to participate in any event or activity, I hold harmless Releasees from any and claims alleging negligence which are brought by or on my behalf of minor or are in any connected with such participation by minor.

Parent or Guardian_____Date_____

Print Name_____

Phone_____ Cell_____ Email_____