

WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

READ CAREFULLY
THESE IMPORTANT CONDITIONS FOR PARTICIPATION
THAT AFFECT YOUR RIGHTS AND OUR LIABILITY. YOU ARE NOT
AUTHORIZED TO PARTICIPATE UNTIL THIS DOCUMENT IS SIGNED

For purpose of this Agreement each Participant identified herein below is a "Releasor," except that in the event that any Participant is under the age of eighteen (18) years, the Releasor with respect to such Participant shall instead be a parent or legal guardian of such Participant signing on behalf of such Participant. The "Released Parties" are Dustin Rockrohr, Sandy Rockrohr, Ken Marshall, Dianna Marshall and Bravo BG, Inc.

In consideration of the opportunity to participate in the sand volleyball activities, use of the court, and entry upon the premises located at (1) 974 Richpond Rockfield Road, Rockfield, Kentucky; (2) 812 Plumb Springs Loop, Bowling Green, Kentucky and (3) any other property where sand courts are used for Bravo BG, Inc. sand activities (the "Premises"), the undersigned Releasor understands, acknowledges and agrees as follows:

 ACKNOWLEDGMENT AND ASSUMPTION OF RISK:

Initial

EACH PARTICIPANT, OR TO THE EXTENT ANY PARTICIPANT IS A MINOR UNDER THE AGE OF EIGHTEEN (18) YEARS, THE UNDERSIGNED RELEASOR SIGNING ON BEHALF OF PARTICIPANT, EXPRESSLY ACKNOWLEDGES THAT HE OR SHE UNDERSTANDS THAT THE PARTICIPANT WILL BE ENGAGING IN PHYSICAL ACTIVITY, WHICH CONTAINS AN INHERENT RISK OF PHYSICAL INJURY AND THAT SAID RISK CANNOT BE COMPLETELY ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL FUNCTIONS AND QUALITIES OF THE ACTIVITES AND WHICH COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY OR OTHER DAMAGE TO PERSON OR PROPERTY OR TO THIRD PARTIES, AND THAT THESE RISKS AND DANGERS MAY BE CAUSED BY THE NEGLIGENCE OF THE "RELEASED PARTIES" AND/OR OTHER PARTICIPANTS, AND THESE RISKS AND DANGERS MAY ARISE FROM FORESEEABLE AND UNFORESEEABLE CAUSES. THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, INJURIES THAT MAY OCCUR AS A RESULT OF THE USE OR MISUSE OF THE PREMISES IN ANY WAY BY ANYONE. WITH FULL KNOWLEDGE OF THESE RISKS, THE UNDERSIGNED RELEASOR ASSUMES SAID RISKS AND ACKNOWLEDGES THAT RELEASOR'S AGREEMENT TO PARTICIPATE OR PERMIT PARTICIPANT'S PARTICIPATION OR USE OFFERED BY THE "RELEASED PARTIES" IS PURELY VOLUNTARY, AND THE UNDERSIGNED RELEASOR ACCEPTS FULL LEGAL RESPONSIBILITY FOR ANY INJURY THAT MAY OCCUR.

AGREEMENT OF RELEASE AND INDEMNIFICATION AND ADDITIONAL PROVISIONS:
Initial

RELEASOR HEREBY AGREES AS FOLLOWS:

I, THE UNDERSIGNED RELEASOR, FOR MYSELF AND/OR AS PARENT OR GUARDIAN FOR MINOR PARTICIPANT, ON BEHALF OF MYSELF, SUCH MINOR PARTICIPANT (IF PARTICIPANT IS A MINOR), AND SUCH MINOR PARTICIPANT'S HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, HEREBY FOREVER VOLUNTARILY RELEASE AND DISCHARGE THE RELEASED PARTIES FROM ANY CAUSE OF ACTION, CLAIM OR DEMAND OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO A CLAIM OF NEGLIGENCE, INCLUDING WITHOUT LIMITATION LIABILITY ARISING FROM THE RELEASED PARTIES' OWN CONDUCT, WHICH I, THE PARTICIPANT, OR THE PARTICIPANT'S HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY NOW HAVE, OR HAVE IN THE FUTURE AGAINST THE RELEASED PARTIES ON ANY ACCOUNT OF PERSONAL INJURY, PROPERTY DAMAGE, DEATH OR ACCIDENT OF ANY KIND, ARISING OUT OF OR IN ANY WAY RELATED TO MY OR PARTICIPANT'S VOLUNTARY PARTICIPATION IN THE ACTIVITIES AND USE OF THE COURT, WHETHER SUPERVISED OR UNSUPERVISED.

RELEASOR, ON BEHALF OF RELEASOR AND PARTICIPANT, AGREES AND COVENANTS NOT TO SUE OR MAKE ANY CLAIM AGAINST THE RELEASED PARTIES FOR ANYTHING IN ANY WAY RELATED TO MY OR PARTICIPANT'S ACTIVITIES AT THE PREMISES, INCLUDING ANY LOSS OF CONSORTIUM CLAIM, AND RELEASOR, ON BEHALF OF RELEASOR AND PARTICIPANT, HEREBY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES WITH RESPECT TO ANY CLAIM SO ASSERTED, INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES. RELEASOR SPECIFICALLY UNDERSTANDS THAT, ON BEHALF OF RELEASOR AND PARTICIPANT, RELEASOR IS RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT EITHER MIGHT HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR OTHER CONDUCT BY ANY OF THE RELEASED PARTIES.

IMPORTANT - READ BEFORE SIGNING

"Releasor" acknowledges and agrees as follows:

- The activities performed at the Premises are not without risks.
- Releasor agrees to assume and accept full responsibility any amount of risk, whether caused in whole or in part by the negligence, accidents, breaches of contract, forces of nature, or other conduct of any of the Released Parties or others. Participant's knowledge in the activities is purely voluntary and Participant is participating in spite of and with full knowledge of the inherent risks.
- Releasor certifies that Participant is fully capable of participating in the activities. Therefore, Releasor assumes and accepts full responsibility for Participant and for all other individuals in Releasor's care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those risks and dangers that may be present and as a result of my and the Participant's negligence in participating in the activities.

- Releasor has carefully read, clearly understands, and accepts the terms and conditions stated herein and acknowledges that this Agreement shall be effective and binding upon Releasor and Participant and Releasor's and Participant's heirs, executors, administrators, wards, minor children, and any other family members.
- This Agreement is entered into voluntarily; its terms cannot be amended except in writing. Releasor understands that it is binding, to the maximum extent allowed by law, upon all persons signing below, and their respective heirs, executors, administrators, wards, minor children, and other family members. If any part of this Agreement is found by a Court or other appropriate authority to be invalid, the remainder of the Agreement nevertheless shall be in full force and effect.
- The Releasor and Participant understand and agrees that this Agreement is governed by the laws of the Commonwealth of Kentucky.

By signing below, the Releasor represents and warrants that he or she carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this Agreement shall be effective and binding upon himself or herself, each Participant, and each Releasor's and Participant's heirs, executors, administrators, wards, minor children, and other family members.

PARTICIPANT

PRINT Participant Name (adult or minor): _____

Date of Birth: ____/____/____ Age: _____

Street Address: _____

City: _____ State: _____ Zip: _____

 Releasor Signature
 (must be parent or guardian if Participant is under 18 years of age):

 Print Name of Releasor (if different than Participant)

 Relationship of Releasor with Participant
 (if different than Participant)

DATE: _____

Emergency Contact Phone Number: _____