

## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("Agreement")**

In consideration of being permitted to be present at, attend, observe, and participate in Brentwood Indoor Sports, Inc. and Farmingville Indoor Sports, Inc. d/b/a KK Athletics Indoor Sports activities, including, but not limited to, camps, clinics, leagues, parties, corporate and group events, games, inflatables, boxing, cornhole, volleyball, dodgeball, wiffleball, soccer, baseball, softball lacrosse, flag football, football, ultimate frisbee, and field hockey ("Activities"), at the KK Athletics Indoor Sports facilities located at 751-755 Horseblock Road, Farmingville, New York, 11738 and 181 Second Avenue, Brentwood, New York 11738, or any other location, I, for myself and for my child(ren) (collectively referred to herein as "me," "I," or "my"), personal representatives, assigns and heirs:

1. Acknowledge, agree, and represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in them. I further agree and warrant that if at any time I believe conditions to be unsafe, or if at any time my health suffers, I will immediately discontinue participation, and leave if appropriate.

2. Authorize KK Athletics Indoor Sports, its respective owners, investors, members, managers, shareholders, agents, directors, officers, volunteers, employees, landowners, subsidiaries, and affiliated companies (collectively, "Releasees") and medical care provider(s) to carry out any emergency medical transport or medical care for me, as may be necessary in their sole discretion, and agree to be fully responsible for any costs associated with such transport and care. I acknowledge and agree that KK Athletics Indoor Sports is not responsible for any injuries resulting from medical care KK Athletics Indoor Sports authorizes, and I agree to indemnify and hold KK Athletics Indoor Sports harmless for any such injury.

3. Understand that it is my responsibility to comply with all posted and published procedures, including safety and hygiene procedures and protocols intended to lessen the likelihood of the spread of disease among participants and staff. I further understand that it is my responsibility to comply with all laws and other requirements imposed by federal, state, and local authorities.

4. UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS AND MAY POSE RISKS AND DANGERS, including, but not limited to, falling or loss of balance; striking padded or unpadded surfaces; being injured by equipment; being injured by the actions or inactions of other participants, KK Athletics Indoor Sports employees, or bystanders; collisions with other participants, KK Athletics Indoor Sports employees, or bystanders; falls due to slick or uneven surfaces; equipment failures of any kind; equipment misuse by myself or others; injury or illness due to dehydration; potential exposure to communicable disease (including but not limited to coronavirus/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors); and physical injury or illness as a result of physical activity or being on the premises where the Activities take place, which risks may result in SERIOUS BODILY INJURY, including, but not limited to, cuts; scrapes; bruises; muscle, joint or other soft tissue injury (sprains/strains); broken or dislocated bones; loss of consciousness, concussion, traumatic brain injury, or other head injury; dehydration; eye injury; illness (including, but not limited to, contraction of COVID-19 and other viruses); emotional distress; property damage; permanent disability; paralysis; or death (collectively, "Risks"). I understand that the Risks may be caused or contributed to by my own actions or inactions, the actions or inactions of other participants, bystanders or KK Athletics Indoor Sports staff, the conditions and settings in which the Activities take place, or the alleged or actual negligence of the Releasees. I understand that the description and list of Risks in this Agreement is not complete, and that I may encounter risks not specified herein, known or unknown, in connection with the Activities. WITH A FULL UNDERSTANDING AND APPRECIATION OF THE FOREGOING, I VOLUNTARILY AGREE TO ASSUME THE FOREGOING RISKS AND ALL RESPONSIBILITY FOR ANY LOSSES, COSTS, AND DAMAGES I INCUR AS A RESULT OF, OR IN CONNECTION WITH, THE ACTIVITIES.

5. RELEASE, DISCHARGE, HOLD HARMLESS, AND AGREE NEVER TO SUE RELEASEES FOR ANY LIABILITY, CLAIM, DEMAND, LOSS, INJURY OR DAMAGE RESULTING FROM OR RELATED TO PARTICIPATION IN OR OBSERVATION OF ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, CUTS; SCRAPES; BRUISES; MUSCLE, JOINT OR OTHER SOFT TISSUE INJURY (SPRAINS/STRAINS); BROKEN OR DISLOCATED BONES; LOSS OF CONSCIOUSNESS, CONCUSSION, TRAUMATIC BRAIN INJURY, OR OTHER HEAD INJURY; DEHYDRATION; EYE INJURY; ILLNESS (INCLUDING, BUT NOT LIMITED TO, CONTRACTION OF COVID-19 AND OTHER VIRUSES); EMOTIONAL DISTRESS; PROPERTY DAMAGE; PERMANENT DISABILITY; PARALYSIS; OR DEATH, CAUSED IN WHOLE OR IN PART BY THE ALLEGED OR ACTUAL NEGLIGENCE OF THE RELEASEES. I further agree that if, despite this Agreement, I or anyone acting on my behalf makes a claim against any of the Releasees, I will DEFEND, INDEMNIFY, AND HOLD HARMLESS each of the Releasees from any attorney's fees, losses, liability, damage, or expenses which Releasees may incur as the result of such claim.

6. I understand that this Agreement is in effect every time I am on the premises or participate in the Activities. I agree that this Agreement is a contract which will be enforced to the fullest extent allowed by law and will be binding on me, my assignees, subrogors, heirs, assigns, executors, and personal representatives. If any part of this Agreement is deemed to be unenforceable, I agree that the remaining terms shall be enforceable. I acknowledge and agree that this Agreement shall be governed and construed in accordance with the laws of the State of New York. Other than matters concerning the non-payment of fees, I agree to resolve all disputes with Releasees, whether arising in tort, contract, equity, or any other dispute, through BINDING ARBITRATION pursuant to the Federal Arbitration Act. I acknowledge that the binding arbitration shall be without any right of appeal. I agree that the costs of the arbitration services shall be shared equally among the parties to the arbitration, but each party shall bear the cost of their own attorney's fees.

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE.**

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,  
AND INDEMNITY AGREEMENT ("Agreement") Page 2 continued**

**I HAVE READ THIS AGREEMENT ON THE OTHER SIDE WHICH BEGINS WITH "In consideration of being permitted to be present at, attend, observe, and participate in Brentwood Indoor Sports, Inc. and Farmingville Indoor Sports, Inc. d/b/a KK Athletics Indoor Sports activities," AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE.**

Printed Name of Participant (only if age 18 or older): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State and Zip \_\_\_\_\_

Phone: \_\_\_\_\_

Participant's Signature (only if age 18 or over):  
\_\_\_\_\_

Date: \_\_\_\_\_

**MINOR RELEASE**

By signing on behalf of a minor child participant, I represent that I am that minor child's parent or legal guardian, that I am authorized to sign this Agreement on the minor child's behalf. I understand the nature of the Activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such Activities. I agree and warrant that, if at any time, I believe conditions to be unsafe or believe the minor's health is suffering, I will immediately discontinue the minor's participation in the Activities. I acknowledge that the minor participant is bound by all the terms of this Agreement as set forth above, and understand that the minor participant would not be permitted to be at KK Athletics Indoor Sports or take part in the Activities unless I agree to all terms of this Agreement. I agree to defend, indemnify, and hold harmless Releasees against any claims arising from the minor participant's presence at KK Athletics Indoor Sports or participation in the Activities.

Printed Name of Participant: \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State and Zip \_\_\_\_\_

Phone: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18):  
\_\_\_\_\_

Date: \_\_\_\_\_