



Participant Name:

DOB:

Phone:

Address:

City:

State:

Zip:

Parent/Guardian Name:

Phone:

Email:

RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK, & INDEMNITY & PARENTAL CONSENT AGREEMENT ("AGREEMENT")

I _____ IN CONSIDERATION of being permitted to participate in any way in VALE SPORTS CLUB activities ("Activity" or "Activities"), including but not limited to competitive and recreational sports and physical exercise and training, I, for myself for personal representatives, assigns, heirs, and next of kin:

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 such Activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. Fully understand that: (a) the Activity involves **risks and dangers of serious bodily injury, including permanent disability, paralysis, and death** ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the "RELEASEES" named below; (c) there may be other risk and social and economic losses either not known to me or not readily foreseeable at this time; and **I fully accept and assume all such risks** and all responsibility for losses, costs, and damages I incur as a result of my participation or that of the Minor in the Activity.
3. Hereby **release, discharge, and covenant not to sue** VALE SPORTS CLUB; its administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the " Releasees " herein) from and with respect to ALL liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the **negligence** of the "Releasees" or otherwise, **including negligent rescue operations** and I further agree that if, despite this Agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which I may any incur as the result of such claim.
4. GRANT TO VALE SPORTS CLUB AND ITS SUCCESSORS AND ASSIGNS, THE IRREVOCABLE, PERPETUAL, ROYALTY FREE, WORLDWIDE, SUBLICENSABLE AND UNRESTRICTED RIGHT TO USE AND PUBLISH MINOR'S OR MY NAME, VOICE, LIKENESS, OR IMAGE; ANY PHOTOGRAPHS OF MINOR OR ME; OR ANY MATERIALS IN WHICH MINOR OR I MAY BE INCLUDED, FOR EDITORIAL, TRADE, ADVERTISING, AND ANY OTHER PURPOSE AND IN ANY MANNER AND MEDIUM; and to alter and composite the same WITHOUT RESTRICTION AND WITHOUT MY INSPECTION OR APPROVAL. I hereby release VALE SPORTS CLUB from all claims and liability relating to any of the foregoing, including but not limited to any claims based on rights of privacy or publicity.

I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

MINOR RELEASE

And I, the MINOR'S Parent and/or Legal Guardian, 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 Activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the Releasee's from ALL liability, claims, demands, losses, or damages on the Minor's account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operation and further agree that if, despite this release, I, the Minor, or anyone on the Minor's behalf makes a claim against any of the Releasees named above, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim. I GRANT TO VALE SPORTS CLUB, AND ITS SUCCESSORS AND ASSIGNS, THE IRREVOCABLE, PERPETUAL, ROYALTY FREE, WORLDWIDE, SUBLICENSABLE AND UNRESTRICTED RIGHT TO USE AND PUBLISH MINOR'S OR MY NAME, VOICE, LIKENESS, OR IMAGE; ANY PHOTOGRAPHS OF MINOR OR ME; OR ANY MATERIALS IN WHICH MINOR OR I MAY BE INCLUDED, FOR EDITORIAL, TRADE, ADVERTISING, AND ANY OTHER PURPOSE AND IN ANY MANNER AND MEDIUM; and to alter and composite the same WITHOUT RESTRICTION AND WITHOUT MY INSPECTION OR APPROVAL. I hereby release VALE SPORTS CLUB from all claims and liability relating to any of the foregoing, including but not limited to any claims based on rights of privacy or publicity.

Signed: _____

Date: _____

Parent Signature (If participant under 18 years old): _____

Date: _____