



# Waiver Information

**Waiver Section** – Please Read and Sign Release and Indemnity (Adult – 18 years of age or over; Minor – under 18 years of age) READ CAREFULLY BEFORE SIGNING

In consideration of my or my child's participation in Elite Sports Center's events and programs, I acknowledge that I have or will inspect the facilities and equipment to be utilized in conjunction with the Event and, if I believe any unsafe conditions exist, I will immediately advise an Event official of such condition and will refuse to participate until such condition is corrected, and I agree to assume the risks incidental to such participation and use (which risks may include, among other things, muscle injuries and broken bones and even death) and, on my own or my child's behalf, and on behalf of my or my child's heirs, executors and administrators, and next of kin, I hereby release, indemnify, save and hold harmless, and forever discharge the Released Parties defined below, of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my or my child's participation in such activity, and further agree to indemnify and hold each of the Released Parties harmless against any and all such liabilities, claims, actions, damages, costs, or expenses including, but not limited to, all attorney's fees and disbursements. For this event, and in the event that my child or I choose to participate in any other activity at the Elite Sports Center, the "Released Parties" are Elite Sports Center and all Event sponsors or charities, and the officers, directors, employees, and volunteers of any of them, and each of their parent, related and affiliated companies, and the officers, directors, employees, agents, representatives, successors, and assigns of each of the foregoing entities. I understand that this Release and Indemnity Agreement includes any claims based on the negligence, action or inaction of any of the above Released Parties and covers bodily injury (including death), property loss or damage, including loss by theft or otherwise, any publicity relating to the Event, any prizes awarded, and any loss of collegiate or high school eligibility as a result of participation in the Event, whether suffered by me or my child, before, during or after such participation. I declare that I or my child are physically fit and have the skill level required to participate in this particular Event.

I further authorize medical treatment for myself or my child, at my cost, if the need arises. I also understand that my child or I may be required to leave the Complex should my child or I exhibit undesirable conduct. I further grant the Released Parties the right to photograph and/or videotape me or my said child and further to display, use and/or otherwise exploit my or my said child's name, face, likeness, biographical material, voice, and appearance forever and throughout the world, in all media, whether now known or hereafter devised, throughout the universe in perpetuity (including, without limitation, in online webcasts, television, motion pictures, films, newspapers, and magazines, promotional literature and their release to print media, television, or other electronic media) and in all forms including, without limitation, digitized images, whether for advertising, publicity, or

promotional purposes, including, without limitation, publication of Event results and standings. The Released Parties are, however, under no obligation to exercise said rights herein granted.

This Agreement shall be governed by the laws of the State of New Jersey, and any legal action relating to or arising out of this Agreement shall be commenced exclusively in this state. I specifically waive trial by jury. I certify I am 18 years of age or older.

It is further understood that I will abide by the State of New Jersey's Covid guidelines along with the CDC's and any other federal, state or local jurisdiction whose function directs or recommends orders tied to general or specific activities. The facility assumes no risk as to the health and well being of any individuals participating in indoor activities. I assume all risks.