

**ACKNOWLEDGEMENT, WAIVER AND RELEASE OF LIABILITY**

This is an agreement and covenant by the undersigned, undersigned's sports team or group of individuals ("undersigned") to release the Budrovich Indoor Training Facility, Inc. ("Budrovich Training") from liability when utilizing the Budrovich Training Facility located at Bud Dome II (the "facility") for sports training and related activities.

The undersigned hereby agrees as follows:

1. The undersigned is an individual or the coach, manager, or other responsible party, for a sports team or group of individuals. The undersigned hereby binds, to the greatest extent possible under applicable law, any and all of their respective team members/participants, by their signature hereto.

2. The undersigned agrees that prior to using the facility, the undersigned will inspect the facilities and equipment to be used and if the undersigned believes anything to be unsafe, they will immediately advise the appropriate Budrovich Training Staff of such condition and refuse to use the facility.

3. The undersigned assumes responsibility for all aspects of the sports training, participation, and related activities, including, but not limited to: conduct and welfare of all participants, clean up and repair of damage to the facility, personal injury, death or property damage suffered by participants or third parties. The undersigned agrees to be present during the entire event and to monitor and control all conduct and all activities of any of its participants.

4. The undersigned acknowledges and fully understands that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death and severe social and economic losses which might result from their own actions, inaction or negligence of others, the rules of play, or the condition of the facility or of any equipment used. Further, the undersigned acknowledges and fully understands that there may be other risks not known to Budrovich Training or reasonably foreseeable at this time.

5. The undersigned states that each participant under their control carries personal health insurance in case of a sports injury.

6. The undersigned hereby agrees to release, hold harmless and indemnify Budrovich Training, its employees, agents and assigns from any and all liability for property damage, personal injury, death or other causes of action arising directly or indirectly from the use of the facility.

7. The undersigned releases, waives, discharges and covenants not to sue Budrovich Training, its respective administrators, directors, agents, (the "RELEASEES") from demands, losses or damages on account of injury from participation at the facility, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the "RELEASEES" or otherwise. THE UNDERSIGNED RELEASES THE "RELEASEES" AND EXPRESSLY ASSUMES THE RISK OF INJURY AND DAMAGES; and will indemnify and hold harmless the "RELEASEES" as to any claims for injury and damage.

8. The undersigned for himself and on behalf of his team assumes all the foregoing risks and accepts personal responsibility for damages which may hereinafter occur following such injury, permanent disability or death.

9. The undersigned agrees that no smoking or alcohol consumption is allowed at the facility.

10. The undersigned is responsible for removing all food and trash before leaving the facility at the conclusion of their use. The undersigned must clean up the facility immediately following their use of the facility and vacate the facility promptly.

11. Budrovich Training is not responsible for lost, stolen or damaged items.

12. The undersigned shall be liable for any and all damage to the facility, clean up or other expenses, including reasonable attorneys' fees in collecting such sums.

13. If any provision of this agreement is found to be unenforceable by a court of competent jurisdiction or by an arbitrator or panel of arbitrators, all other provisions shall remain in full force and effect. This agreement shall be governed by the laws of the State of Missouri.

THE UNDERSIGNED HAS READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND UNDERSTANDS THAT HE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING, AND DOES SO VOLUNTARILY. THE UNDERSIGNED AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Parent Signature: \_\_\_\_\_

Player's Name: \_\_\_\_\_

Parent Printed Name: \_\_\_\_\_

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

Parent E-mail: \_\_\_\_\_

Team & Coach Name: \_\_\_\_\_