

WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I UNDERSTAND that there is a risk of serious injury when visiting The Arena athletic facility or participating in programs on site. The risk varies by activity, ranging from minor to very serious, and possibly death. These risks apply equally to adult and minor participants.

undersigned further understands that The Arena, LLC and Odyssey Development, LLC each retain the right to use, for publicity and advertising, photographs and/or video of participants taken during any activity at The Arena without compensation of any kind or nature.

I ACKNOWLEDGE THE FOLLOWING:

I HAVE READ THIS DOCUMENT, I UNDERSTAND THE TERMS CONTAINED IN THIS DOCUMENT AND I AGREE TO ALL OF ITS TERMS.

I have not relied upon any representations of any agent of The Arena, LLC or Odyssey Development, LLC without reasonable verification or inquiry The visit to The Arena and the participation in activities at The Arena by me, and/or my minor children, and/or those in my care is purely voluntary.

- Injuries may be caused by slippery surfaces, equipment malfunctions, improper maintenance, flying objects, poor supervision or instruction, lack of warnings, and other conditions within or outside the control of The Arena, LLC and/or Odyssey Development, LLC;
- Neither The Arena, LLC nor Odyssey Development, LLC manufacture equipment. I AGREE that The Arena, LLC and Odyssey Development, LLC are only providing a space for me to participate in recreational activities and SHALL NOT BE LIABLE for any defective products; and
- Participants may suffer musculoskeletal injury or worse during activities at The Arena.

Signature Date

Print Name & Title (if applicable)

Team Name (if applicable) Sport

IN CONSIDERATION OF THE RIGHT TO USE THE ARENA AND/OR PARTICIPATE IN RECREATIONAL PROGRAMS AT THE ARENA, I ACCEPT ALL RISKS OF INJURY, LOSS OR DAMAGE, AND I WAIVE ANY CLAIMS BY ME, BY MY MINOR CHILDREN AND BY THOSE IN MY CARE. Specifically, I assume all risk of injury, whether physical or mental or economic, as well as all risk of loss or damage to personal property (each of which is referenced herein as an "injury"), while I, my child, or those minors in my care are at The Arena. I hereby **WAIVE AND RELEASE** any and all claims that I and/or my minor children and/or those in my care may have against The Arena, LLC and Odyssey Development, LLC, and each of their affiliates, subsidiaries, successors, independent contractors and agents, and each of their respective owners, members, managers, employees and volunteers (collectively the "Agents") for injuries, to the fullest extent permitted by law. **I have the authority and hereby release the prospective claims of the minor children listed below and listed on my membership account, if applicable.**

**Printed name of each participant under the age of 18.
(An adult must sign above for each person listed below)**

I AGREE, FOR MYSELF, MY MINOR CHILDREN AND THOSE IN MY CARE, THAT before participating in any activities at The Arena, each participant named below will inspect the facilities, premises and equipment to be used, and if any of them believe that anything is unsafe, they will immediately advise their coach, parent or supervisor of such conditions and refuse to participate in such activity.

WITNESSED:

Arena Staff Date

I AGREE THAT I WILL BE PERSONALLY FINANCIALLY RESPONSIBLE for any medical attention needed during the event or activity or resulting from an injury received from the event or activity. The undersigned's medical insurance shall be the insurance coverage for any medical treatment. The

NOTES: _____

