

**BOYS & GIRLS CLUB OF ZIONSVILLE FACILITY USE AND ATHLETIC  
ACTIVITY/EVENT CHILD PARTICIPATION WAIVER, RELEASE OF LIABILITY  
AND AGREEMENT TO INDEMNIFY**

In consideration for Boys & Girls Club of Zionsville, Inc. ("BAGCOZ") allowing ("Child") access to and/or use of BAGCOZ property, equipment and facilities (collectively referred to hereinafter as the "Facilities") and to participate in athletic activities or other events put on by BAGCOZ or other groups or organizations (collectively referred to hereinafter as the "Athletic Activities"), I/we as the parents and/or legal guardians of Child, on our behalf and on behalf of Child to the extent Child is a minor, as well as on behalf of our and Child's heirs, next of kin, assigns, and personal representatives, do hereby agree to the following conditions:

I/we understand and acknowledge that access to or use of the Facilities and/or participation in the Athletic Activities are potentially hazardous activities that involve risks, inherent and otherwise, that cannot be eliminated to Child or other persons and which may result in serious injury or illness, including but in no way limited to paralysis, broken bones, heat related injuries, concussions, strokes, seizures, heart attacks or death, and/or damage to property. Some of the risks associated with Child's access to and/or use of the Facilities and/or participation in the Athletic Activities include, but are in no way limited to, negligence of BAGCOZ or its employees, negligence of other groups or organizations hosting/running the Athletic Activities, Facilities' conditions, equipment failure, known or unknown medical conditions, improper use of the Facilities and acts of others in the Facilities and/or participating in the Athletic Activities. I/we accept full and sole responsibility for all risks, both known and unknown, inherent or otherwise, related to Child's access to or use of the Facilities and/or participation in the Athletic Activities, and acknowledge that Child is voluntarily entering and using the Facilities and/or participating in the Athletic Activities even with their and our knowledge of these risks.

Acknowledging that such risks exist, I/we hereby **RELEASE AND DISCHARGE** BAGCOZ, and each of its affiliates, divisions, subsidiaries, officers, employees, shareholders, representatives, managers, members, directors, owners, agents, instructors, trainers, coaches, volunteers and each of them and/or anyone associated in any way with Child's access to or use of the Facilities and/or participation in the Athletic Activities including coaches, instructors, trainers and their employers (the "Released Parties"), from and against all claims, damages, injuries, losses, actions, suits, proceedings, product liability actions, wrongful death actions, warranty actions, breach of contract actions, loss of consortium claims, expenses, and attorney fees that I/we, Child or anyone on our or Child's behalf (including but not limited to heirs, representatives or next of kin) have or might have arising out of, involving or relating to Child's access to or use of the Facilities and/or participation in the Athletic Activities, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

I/we further agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any action or proceeding from and against all claims, damages, injuries, losses, actions, suits, proceedings, product liability actions, wrongful death actions, warranty actions, breach of contract actions, loss of consortium claims, expenses, and attorney fees that I/we, Child or anyone on our or Child's behalf (including but not limited to heirs, representatives or next of kin) have or might

have arising out of, involving or relating to Child's access to or use of the Facilities and/or participation in the Athletic Activities, or for our or Child's failure to comply with the terms of this Boys & Girls Club of Zionsville, Inc. Facility Use and Athletic Activity/Event Child Participation Waiver, Release of Liability and Agreement to Indemnify. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

This document is governed by the laws of the State of Indiana. Any cause of action relating to the interpretation or enforcement of this document shall be instituted and litigated in a court located in Boone County, Indiana. If one or more portions of this document are found to be unenforceable, the remainder of the document will remain enforceable.

**I/we have read and fully understand this Athletic Activity/Event Child Participation Waiver, Release of Liability and Agreement to Indemnify and agree to be bound by its terms. I/we understand that by signing this document I/we are waiving certain legal rights for ourselves and Child, including the right to sue the Released Parties. I/we sign this document on behalf of ourselves and Child freely and willingly. I/we also represent that we are the legal guardians of the Child.**

**READ! YOUR LEGAL RIGHTS ARE AFFECTED!**

Print Child Participant's Name

Date of Birth (Age)

Child Participant Signature

Date

Mother and/or Guardian of Child Participant Signature

Date

Father and/or Guardian of Child Participant Signature

Date