

SMG Sportsplex at Metuchen Waiver (Participant and Parent)

Team _____ **Age of Team** _____

Waiver: In signing this waiver form below, I release Sportsplex Operations Group (Metuchen), LLC, , and Sportsplex Realty Group (Metuchen), LLC, and all of their agents, employees, independent contractors, equipment suppliers, and members (hereafter collectively referred to as Sportsplex) from any claims or responsibility for injuries suffered in any activities or events conducted by Sportsplex, whether occurring within or outside of the facility. I knowingly assume all risks associated with participation, even if arising from negligence of the participants or others, and assume full responsibility for my (or my child's) participation today and on all future dates.

Certification: I, the participant/parent, certify that I am, or my child is, in good physical condition and can participate in sports and related activities, and I further agree and warrant that at any time I believe conditions to be unsafe, I will immediately discontinue further participation for myself or my child in the activity. If an emergency arises, I authorize the Sportsplex staff to request and/or administer medical treatment to myself, or my child, if necessary.

Assumption of inherent risks: I, the adult participant, or minor participant and parent(s) or guardian(s) (hereafter referred to as participant/parent), understand that all activities of Sportsplex include inherent risks that cannot be totally eliminated regardless of the care taken by Sportsplex. I, the participant/parent know, understand, and appreciate the types of injuries inherent in Sportsplex's activities, and hereby knowingly assume all inherent risks of the activities. Furthermore, as a participant/parent, on behalf of myself, my spouse, heirs, personal representatives, and assigns (releasing parties) do hereby waive, release, discharge and covenant not to sue Sportsplex for alleged liability from any and all claims arising from the ordinary negligence of the protected parties.

Scope: This agreement applies to personal injury, including death, from incidents or illnesses arising from participation in Sportsplex activities including, but not limited to recreational, practice, or competitive activity; events; organized or individual training and conditioning activities; tests; classes and instruction; individual use of facilities, equipment, locker room areas, and all premises, or attendance at such activities whether or not as a participant, including the associated sidewalks and parking lots, and to any and all claims resulting from the damage to, loss of, or theft of property ("the inclusive activities").

Indemnification: I, the participant/parent, also agree to hold harmless, defend, and indemnify Sportsplex – that is, defend and pay any costs, including damages awarded, investigation costs, attorney's fees, and related expenses – from any and all claims arising from my or my child's participation in the inclusive activities. I, the participant/parent, further agree to hold harmless, defend, and indemnify the Sportsplex against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant in the inclusive activities.

Clarifying Clauses: I, the participant/parent, confirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement between the Sportsplex and myself regarding waiver and acceptance of risk, and cannot be modified or changed in any way by representations or statements by any agent or employee of the Sportsplex. I, the participant/parent, understand the foregoing assumption of risk, waiver of liability, and indemnification agreement is intended to be as broad and inclusive as permitted by the laws of the State of New Jersey, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect, and if legal action is brought, the appropriate trial court for the County of Middlesex, in the State of New Jersey has the sole and exclusive jurisdiction and that only the substantive laws of the State of New Jersey shall apply.

Acknowledgement and Understanding: I, the participant/parent, have read and understand this agreement. I understand that I am giving up substantial rights, including the right of the participant/child to sue for damages in the event of death, injury, or loss. I acknowledge that I am voluntarily signing the agreement, and intend my signature to be a complete release of all liability, including that due to ordinary negligence by the protected parties, to the greatest extent allowed by the laws of the State of New Jersey.

In addition, I authorize The SMG Sportsplex at Metuchen and its assigns to utilize any and all photographs, pictures or other likeness of me or anyone assigned guardianship to me, as they deem appropriate in its promotional materials or team films. All payments, including deposits, are non-refundable.

(name of participant)

(signature of participant) (date)

If participant is a minor, parent/guardian must sign below:

(name of parent/guardian #1)

(signature of parent/guardian #1) (date)

(name of parent/guardian #2)

(signature of parent /guardian #2) (date)