



## WAIVER OF LEGAL RIGHTS, RELEASE OF LIABILITY, AND AGREEMENT TO PAY FOR DAMAGES

**WARNING: BY SIGNING THIS WAIVER YOU ARE WAIVING CERTAIN LEGAL RIGHTS AND ACCEPTING RESPONSIBILITY FOR DAMAGES YOU MAY CAUSE.**

**Please read the document below carefully before signing.**

TO: Anytime Sim Sports, LLC: for themselves, their present and former subsidiaries, affiliates and related companies and each of their respective present and former directors, officers, shareholder, employees, volunteers, servants, agents, administrators, trustees, successors and assigns and any party or parties who claim a right or interest through them (hereinafter, the "Releasee")

FROM: \_\_\_\_\_ (hereinafter "Participant")

RE: Use of sports simulator premises and equipment (hereinafter the "Activity")

- 1) Participant desires to participate in the Activity, which has been organized by the Releasee. In consideration for being allowed to participate in the Activity, which consideration is hereby expressly accepted and acknowledged, on behalf of myself, my representatives, heirs, agents, administrators, trustees, executors, assigns, successors and on behalf of any party or parties who claim a right or interest through me (hereinafter, the "Releasor"), Participant and Participant's parents or guardians if Participant is under 18, HEREBY RELEASES, ACQUITS, AND FOREVER DISCHARGES, WITHOUT QUALIFICATION OR LIMITATION the Releasee from any and all claims Participant may now and/or in the future have against the Releasee, and from any and all liability, for any personal injury, death and/or property damage, expense, and/or loss sustained by Participant as a result of my participation in the Activity.
- 2) Participant, and Participant's parents or guardians if Participant is under 18, understand that the Activity is inherently risky and dangerous, and there is the possibility of personal injury, death, property damage and/or loss resulting therefrom.
- 3) Participant, and Participant's parents or guardians if Participant is under 18, understand that they will be fully responsible for all costs and expenses that may be incurred by Releasee in the event that I, in any way, damage the equipment or premises of the Releasee or if I allow access to the Releasee's premises of someone who causes such damage.
- 4) Participant, and Participant's parents or guardians if Participant is under 18, believe the Participant is qualified to participate in the Activity and if at any time the Participant, Parent or Guardian believe conditions to be unsafe, he/she will immediately discontinue further participation in the Activity.

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

I AM A PARENT OR GUARDIAN OF THE PARTICIPANT, AND I ATTEST THAT I HAVE LEGAL RESPONSIBILITY OVER THE PARTICIPANT, AND MY SIGNATURE IS SUFFICIENT TO CONSENT TO THE PARTICIPATION OF THE PARTICIPANT MINOR CHILD IN THE ACTIVITY AND TO ENTER INTO THIS AGREEMENT FOR AND ON BEHALF OF THE MINOR CHILD PARTICIPANT.

**Parent/Guardian's signature if Participant is under 18:** \_\_\_\_\_

**Parent/Guardian Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_