



USA Sports
 7800 Arroyo Circle Suite C
 Gilroy, CA 95020
 408 848-8720

revised 6/4/2009

***Birthday Party Release and Waiver of Liability, Assumption of Risk,
 Indemnity Agreement and Photo Release***

Child's Full Name: _____ Birth Date: _____ Child's Full Name: _____ Birth Date: _____

Parent/Guardian's Name: _____ Home Phone: _____

Address: _____ City: _____ Zip: _____

In consideration of participating in the above named program and other USA Sports programs that my child or myself will participate in, I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity. I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the Releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity.

I and/or my minor child hereby **waive, release, discharge, and covenant** not to sue USA Sports, EPIC All Stars, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the Releasees" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees", I will indemnify, save, and hold harmless each of the Releasees" from any loss, liability, damage, or cost, which any may incur as the result of such claim.

In addition, I realize that the location of this facility in relation to the downtown area and it's traffic, carry additional risks, and I understand and accept the risks associated with its location. Knowing the risks, nevertheless, I hereby assume those risks and release and hold harmless USA Sports, and its employees, including, Mark and Melinda Lawrence, and all of the persons or entities mentioned above.

I/we understand and agree that any credit shall be paid promptly in accordance with terms and agreements that the credit grantor may add (one and one-half percent per month) to any balance owed, and in the event of default, to pay reasonable collection charges and/or attorney fees.

I have carefully read and fully understand the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Date _____ Signature of Parent/Legal Guardian _____

PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced Activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such Activity. I hereby Release, Discharge, Covenant not to sue and AGREE TO IDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees" from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees" or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees", I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees" from any litigation expenses, attorney fees, loss liability, damage, or cost any "Releasee" may incur as the result of any such claim.

PHOTO RELEASE

I agree, as a participant, parent, or guardian of any paid or free event, class, activity, or program, to grant full permission to USA Sports to use my/our name(s) and any photographs, videos, motion pictures, or recordings for any publicity and promotion purposes without obligation or liability to me.

Date _____ Printed Name of Parent/Legal Guardian _____

Signature of Parent/Legal Guardian _____