

Valley View Sports Center
ACTIVITIES PARTICIPANT

Waiver and Release

Read Before Signing Participant Sheet

In consideration of being allowed to participate in any way in activities, which may include participation in games, practices or lessons (the "Activities"), at the Sportsplex at Valley View

I _____, by signing the participant sheet, acknowledge and agree that:

1. The risk of injury from the Activities is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, training, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown of my participation in the Activities at the Arena, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation in the Activities at the Arena. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS VALLEY VIEW SPORTS CENTER, LTD., its officers, members, owners, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. Arbitration: In further consideration of allowing me to participate in the Activities, I hereby agree to submit to binding arbitration any and all claims, which I believe I may have arising from my activities from the Arena. A single arbitrator in Dallas, Texas pursuant to the rules of the American Arbitration Association shall conduct the arbitration. The arbitrator shall apply the Federal Rules of Evidence to all proceedings. Arbitration shall be commenced within one (1) year from the date on which any alleged claim first arose. The submission to the American Arbitration Association shall be unlimited and any court of competent jurisdiction may enforce the arbitration award.

I HAVE READ THIS WAIVER AND RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THE RESPECTIVE PARTICIPANT SHEET, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

PLEASE COMPLETE ALL FIELDS:

Type of Activity: ___ Basketball ___ Baseball ___ Volleyball ___ Other: _____
PLEASE SPECIFY

Date of Birth: ____/____/____ **Team /Affiliation:** _____

Participant: _____ **Phone Number:** _____
PLEASE PRINT

Signature: _____ **Date:** _____
Parent or Guardian if Participant is a minor

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

E-mail: _____
PLEASE PRINT