

## Paloma Community Church: Liability Waiver

THIS FORM MUST BE READ ACKNOWLEDGED BEFORE THE PARTICIPANT IS PERMITTED TO TAKE PART IN ANY FUNCTION AT PALOMA SPORTS COMPLEX.

Player Name: \_\_\_\_\_

Gender: Male \_\_\_\_\_ Female \_\_\_\_\_

Player/Parent/Guardian Phone Number: \_\_\_\_\_

Player/Parent/Guardian Email: \_\_\_\_\_

I hereby acknowledge that I voluntarily desire to participate in, observe and/or otherwise take part in the recreational or other activities offered to me by Paloma Community Church (hereinafter, collectively referred to as the "Company") at the premises, facilities and on the land located at 3215 S. Sossaman Rd., Mesa, AZ 85212 and/or on any adjacent properties (collectively, the "Properties") and/or any off site locations associated with particular events.

These recreational or other activities include, without limitation, sports including but not limited to pickleball, soccer, basketball, futsal, volleyball, training including but not limited to weightlifting, running, program events and other miscellaneous activities, etc. In consideration of the Company's consent to allow me to participate in any or all recreational or other activities, I hereby knowingly, freely and voluntarily agree to waive, release and discharge any and all claims for damages for death, personal injury or property damage that may have, or that may subsequently accrue to me as a result of my participation in recreational or other activities offered, afforded, sponsored by, or located at, the Company of the Properties.

I understand that during my participation in any or all recreational or other activities at, near or on the Properties, I may encounter unforeseen and unknown hazards, dangers and risks that may result in bodily injury, death, emotional trauma, burns, and/or other hazards. \*

**Player/Parent/Guardian** (If age 18 and above) Liability Acceptance and Acknowledgement

I voluntarily and freely, with full understanding that I may be exposing myself to extreme danger, assume all risks in connection with my participation in a recreational or other activity on the Properties. I understand that I am completely responsible for all insurance coverage which I may wish to purchase to cover my participation in any recreational or other activities on the Properties. \*

**Player/Parent/Guardian** (If age 18 and above) Liability Acceptance and Acknowledgement

I agree to follow all instructions, procedures, measures and directions given to me by the Company or any of its staff or representatives and understand that my failure to do so may result in property damage or injury or death to me or to a third party. I understand that my invitation to participate in recreational or other activities on the Properties may be revoked at any time for any reason by the Company or any of its agents, managers, employees or representatives. \*

**Player/Parent/Guardian** (If age 18 and above) Liability Acceptance and Acknowledgement



I have had opportunity to obtain a physical examination from a doctor prior to engaging in any recreational or other activity on the Properties \*

**Player/Parent/Guardian** (If age 18 and above) Liability Acceptance and Acknowledgement

I agree to use all equipment in accordance with manufacturer's specifications when engaging in any recreational or other activity on the Properties. \*

**Player/Parent/Guardian** (If age 18 and above) Liability Acceptance and Acknowledgement

I UNDERSTAND THAT THIS WAIVER, RELEASE AND INDEMNITY IS INTENDED TO WAIVE, RELEASE, DISCHARGE AND INDEMNIFY IN ADVANCE THE COMPANY AND ITS AFFILIATES, SUBSIDIARIES, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, INSURERS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FOR, FROM AND AGAINST ANY AND ALL LIABILITY TO ME ARISING FROM MY PARTICIPATION IN ANY AND ALL RECREATIONAL OR OTHER ACTIVITIES ON THE PROPERTIES, INCLUDING ANY DEMAND, RIGHT OR CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON TORT, CONTRACT, WARRANTY, OR ANY OTHER THEORY OF RECOVERY, AT LAW OR INEQUITY, VESTED OR CONTINGENT, THAT I OR MY SPOUSE, FAMILY, PARENTS, CHILDREN, ESTATE, HEIRS, AGENTS, INSURERS, SUCCESSORS OR ASSIGNS MAY AT ANY TIME HAVE AS A RESULT OF MY PARTICIPATION IN RECREATIONAL OR OTHER ACTIVITIES ON THE PROPERTIES. THIS ALSO INCLUDES, WITHOUT LIMITATION, ANY LIABILITY (INCLUDING CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES) ARISING FROM INJURY OR DAMAGE THAT I SUFFER OR CAUSE DURING MY PARTICIPATION IN RECREATIONAL OR OTHER ACTIVITIES ON THE PROPERTIES, WHETHER SUCH INJURY OR DAMAGE IS FORESEEN OR UNFORESEEN OR WHETHER RESULTING FROM NEGLIGENCE OR OTHERWISE. \*

**Player/Parent/Guardian** (If age 18 and above) Liability Acceptance and Acknowledgement

I agree that this Waiver and Release is intended to be as broad and inclusive as permitted by applicable law. If any provision of this Waiver and Release shall be ineffective or invalid, such provision shall be ineffective or invalid only to the extent of such prohibition or the remaining provisions of this Waiver and Release, which shall remain in full force and effect. \*

**Player/Parent/Guardian** (If age 18 and above) Liability Acceptance and Acknowledgement

I agree to comply with all Applicable Law during my participation in any recreational or other activities on the Properties. "Applicable Law" shall include all federal, state and local laws, statutes, regulations, codes, ordinances, rules and/or executive orders, as amended. \*

**Player/Parent/Guardian** (If age 18 and above) Liability Acceptance and Acknowledgement

I HAVE READ THIS AGREEMENT BEFORE SIGNING IT, AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. \*

**Player/Parent/Guardian** (If age 18 and above) Liability Acceptance and Acknowledgement

Signature: \_\_\_\_\_ Date: \_\_\_\_\_