



PLAYNOLA RELEASE AND WAIVER

I, _____, in consideration for being given the opportunity to participate in sports, leagues, events and other activities (“ACTIVITIES” or “EVENTS”) sponsored by PLAYNOLA and its affiliates (PLAYNOLA and its affiliates are referred to collectively as the “CLUB”) agree to the following:

In consideration for being given the opportunity to participate in sports, leagues, events and other activities sponsored by the CLUB, the sufficiency of which consideration is expressly acknowledged, and intending to be legally bound, do hereby, for myself, my heirs, executors, administrators, insurers, assigns, attorneys, representatives, agents, beneficiaries, legatees, representatives, successors, assigns and any other persons who may make claims on my behalf (collectively the “RELEASORS”), waive, release, remise and forever discharge the CLUB including, but not limited to, its contractors, sponsors volunteers, advertisers, agents, representatives, attorneys, officers, partners, members, managers, directors, shareholders, principals, employees, beneficiaries, heirs, legatees, executors, administrators, affiliates, subsidiaries, predecessors, successors and assigns, and if applicable, owners and/or lessors of property on which events or activities take place (collectively, the “RELEASEES”), from any and all actions, causes of action, suits, claims, controversies, debts, accounts, demands, sums of money, damages, judgments and executions whatsoever, whether for injury, death or property damage, in law or in equity, direct or indirect, known or unknown, foreseeable or unforeseeable, which I may have or acquire (collectively, “CLAIMS”), arising from, concerning or relating to my entry in, travel to or from and/or participation in the CLUB and/or any events or activities staged or sanctioned by the CLUB, as well as negligent first aid, medical treatment and/or rescue so provided.

I further expressly ASSUME ALL RISKS relating to or arising from participation in the CLUB or the EVENTS including, to the extent permitted by law, the risk of negligent or reckless acts or omissions by the RELEASEES and agree to forever HOLD HARMLESS the RELEASEES from any and all CLAIMS, arising from, concerning or relating to my entry in, travel to or from and/or participation in the CLUB and/or any EVENTS. I understand that participation in the CLUB and the EVENTS involves risks and dangers of serious bodily injury, including disability or death (“RISKS”), that these RISKS may be caused by the negligence, recklessness, action or inaction of myself or others, that there may be other risks and social and economic losses not known or foreseeable, and that the RELEASORS fully accept and assume all such RISKS and responsibility to the extent permitted by law for losses, costs and damages I incur as a result of my participation in the CLUB and the EVENTS. THIS RELEASE AND WAIVER SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK by the RELEASORS of and for the RELEASEES.

I further acknowledge, attest and represent as follows: I voluntarily wish to enter and participate in the CLUB and EVENTS; I understand that such participation involves arduous and strenuous athletic activities; I agree and represent that I understand the nature of the ACTIVITIES that I am engaging and that I am qualified, in good health, and in proper physical condition to participate in such ACTIVITIES; I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured; I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the ACTIVITY. I will obey all rules and regulations for participation in the CLUB and the EVENTS or be sanctioned or disqualified from this and all future participation in the CLUB and EVENTS; I will inspect and examine all conditions with which I am

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involved and relating to the CLUB and the EVENTS and, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority of the CLUB or EVENTS and will refuse and refrain from taking part until the condition has been corrected to my satisfaction; I understand that the RELEASEES are not responsible for any inclement weather which may affect the EVENTS and that this Release and Waiver shall encompass all CLAIMS against the RELEASEES arising from or relating to such inclement weather.

This Release and Waiver is intended to be as broad and inclusive as permitted by law, and if any portion hereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect. This Release and Wavier embodies the entire agreement with respect to these matters and supersedes any previous or contemporaneous oral or written negotiations, arrangements or agreements relating to the subject matter hereof. I agree that no promise or inducement has been offered except as herein set forth, and that this Release and Waiver has not been executed based upon statements or representations by any person or entity other than those set forth herein. I have been advised to contact an attorney prior to execution hereof. This document shall be based upon statements or representations by any person or entity other than those set forth herein. This document shall be governed by and construed in accordance with and its validity and effect (including any claims for the breach thereof) shall be governed by the laws of the State of Louisiana, without regard to conflicts of law principles. The venue for any litigation shall be the Orleans Parish District Court. Any reference to "I" or "me" in this Release and Waiver is intended to include all RELEASORS.

I agree to **indemnify and hold harmless** the CLUB and its officers, trustees, agents, servants, employees, and insurers, including volunteers, from and against any and all claims, demands, expenses, losses and liability arising out of personal injuries or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission by me or any and all costs, expenses and/or attorney fees incurred as a result of any claims, demands, and/or causes of action, through, or under me which may arise as a result of my participation in this volunteer activity.

READ BEFORE SIGNING

By signing a copy of this agreement I hereby acknowledge and agree to the above terms, including the WAIVER, RELEASE AND INDEMNIFICATION. I acknowledge that I have read this agreement, fully understand its terms, and understand that I have given up substantial rights by signing it and have signed it freely and without 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. I have reviewed and read this agreement and I certify that I am of full legal capacity to execute this authorization.

Printed Name of Participant: _____

Address: (Street) (City) (State) (Zip) _____

Phone: _____ **Email:** _____

Participant's Signature: _____ **Date:** _____

Emergency Contact Name: _____ **Phone:** _____