



MINNESOTA ROLLERGIRLS, L.L.C.



**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT  
("AGREEMENT") IMPORTANT NOTICE – PLEASE READ**

**PLEASE READ THIS AGREEMENT CAREFULLY. THIS IS A LEGAL DOCUMENT AND BY SIGNING IT, YOU ARE ACKNOWLEDGING THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE ON YOUR OWN BEHALF OR ON BEHALF OF YOUR MINOR CHILD (IF THE PARTICIPANT IS A MINOR). IF YOU DO NOT UNDERSTAND OR HAVE QUESTIONS REGARDING THIS AGREEMENT, PLEASE OBTAIN ADVICE FROM AN ATTORNEY PRIOR TO SIGNING IT. SIGN BELOW ONLY IF YOU AGREE TO BE BOUND BY ALL TERMS WITHIN THE AGREEMENT.**

**AGREEMENT**

I, on my own behalf, and on behalf of the Participant below (if Participant is under the age of 18), in consideration for being allowed to participate in any way in any Activity sponsored by or related to Minnesota RollerGirls, LLC hereby agree:

**1. Definitions:**

- A. As used in this Agreement, the terms "I", "myself" and/or "me" shall include myself, my personal representatives, guardians, minor child (if applicable), conservators, assigns, heirs, next of kin and any other person claiming any right through me.
- B. As used in this Agreement, the term "MNRG" shall mean Minnesota RollerGirls, L.L.C., its component teams, its predecessors and successors, and their respective officers, directors, shareholders, employees, members, agents, owners, volunteers, sponsors, attorneys and assigns.
- C. As used in this Agreement, the term "Activity" shall mean any roller derby practice, bout, scrimmage, exhibition, event or any other activity organized by, sponsored by or held by MNRG.
- D. As used in this Agreement the term "Participant" means the individual participating in the Activity.

**2. Releases and Waivers of Liability:**

- A. I do hereby completely release, waive and forever discharge MNRG from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, settlements, damages, claims, liability and demands whatsoever, in law or in equity, in connection with, related to, or arising out of my participation in any Activity whether by intentional act of another participant in the Activity or the negligent act of any person, including but not limited to MNRG.
- B. I hereby authorize MNRG acting on my behalf to completely release, waive and forever discharge the owner, tenant or any other person exercising any control over any place or premises in which any Activity takes place from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, settlements, damages, claims, liability and demands whatsoever, at law or in equity or before any administrative agency, in connection with, related to, or arising out of my participation in any Activity in or on such place or premises whether by intentional act of another participant in the Activity or the negligent act of any person.
- C. I do hereby completely release, waive and forever discharge any and all officials, licensed medical personnel and MNRG from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, settlements, damages, claims, liability and demands whatsoever, in law or in equity or before any administrative agency, in connection with, related to, or arising out of any first aid, treatment or service rendered or failed to be rendered to me during or after my participation in any Activity even if caused by the negligent act of any person.
- D. In accordance with Minnesota law, nothing in this Agreement should be construed as releasing, discharging or waiving any claims I may have for reckless or intentional acts on the part of MNRG.

**3. Assumption of Risk:**

- A. I acknowledge, understand and appreciate that participation in the 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 Activity, the conditions in which the Activity takes place, or the negligence of any of the persons or parties released in Paragraph 2, above. I further acknowledge, understand and appreciate that there may be other risks and social and economic losses either known to me or not readily foreseeable at this time.
- B. I acknowledge understand and assume the risks arising from the conditions and use of facilities used for the Activity and acknowledge and understand that included within the scope of this Agreement is any cause of action arising from the

performance, or failure to perform maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said facilities.

C. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR ALL INJURIES, LOSSES, COSTS AND DAMAGES THAT I MAY INCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY.

**4. Indemnification and Hold Harmless Agreement:**

I agree to indemnify, defend, and hold harmless MNRG and/or any other person covered by any provision of this Agreement from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, settlements, damages, claims, liability and demands whatsoever, at law or in equity or before any administrative agency, brought by any other person in connection with, related to or arising out of my participation in any Activity. This indemnification shall include all reasonable attorneys' fees, costs, and expenses incurred by MNRG or any other person covered by this Agreement.

**5. Photography, Recording and Videotape Release:**

I understand that my participation in the Activity may include my being photographed, recorded and/or videotaped. I hereby release all rights to any photography, films, videotapes, drawings, literature or other tangible representations of or about myself relating to my participation in any Activity to MNRG. MNRG may use or authorize others to use any such photography, films, videotapes, drawings, literature or other tangible representations in part or in their entirety, "as is" or altered, for any purpose.

**6. Severability and Interpretation of Agreement:**

I agree that the terms of Paragraphs 2, 3, 4 and 5 of this Agreement are intended to be as broad and inclusive as permitted by the laws of the State of Minnesota and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**7. Choice of Law and Venue:**

I agree that this Agreement shall be governed by the laws of the State of Minnesota without regard to choice of law principles. I further agree that the exclusive forum for any action to enforce the terms of this Agreement or any matter related to this Agreement shall be the state or federal courts of Minnesota. I hereby submit to the jurisdiction of such courts for purposes of any action to enforce the terms of this Agreement or any matter related to this Agreement.

I warrant and represent that I have read this Agreement, that I fully understand its terms, that I am signing this Agreement freely and voluntarily and that I intend by my signature to provide a complete and unconditional release of all liability and to agree to the terms of this Agreement. If I do not agree to any of the terms of this Agreement, I understand that I do not need to sign it, and I may forgo my participating in any Activity as the alternative.

READ AND UNDERSTOOD:

Dated: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Participant Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

If the Participant is under eighteen (18) years of age on the date of the Activity, a parent or legal guardian must sign below. As parent or legal guardian of the Participant, I hereby sign this waiver of liability on behalf of the Participant.

Parent or Guardian signature (if Participant is under 18): \_\_\_\_\_

Participant's Parent or Guardian name (if Participant is under 18): \_\_\_\_\_