



## Sports Force Parks on the Mississippi Waiver, Release of Liability, Assumption of Risk, and Indemnification Agreement

In consideration for being permitted to participate in events, activities, and programs at Sports Force Parks on the Mississippi ("Sports Force Parks"), I hereby enter into this Waiver, Release of Liability, Assumption of Risk, and Indemnification Agreement (the "Agreement") and covenant and agree as follows:

**1. Acknowledgement, Acceptance, and Assumption of Risk.** I acknowledge and understand that the events, activities, and programs offered, conducted, and sponsored by or at Sports Force Parks, including sports, involve inherent and substantial risks of property damage and bodily injury. I further acknowledge and understand that the injuries I (or my child) may suffer by participating in events, activities, and programs at Sports Force Parks include, but are not limited to, death, concussion, serious neck and spinal injuries (which can result in complete or partial paralysis), brain damage, broken bones, sprains and strains of ankles, knees, shoulders, elbows, and wrists, and other injuries to bones, joints, muscles, skin, and internal organs. I acknowledge and understand that my (or my child's) participation in events, activities, and programs at Sports Force Parks may involve other incidental activities, including travel to and from site, off-site travel to other events, and activities not affiliated with Sports Force Parks.

I further acknowledge and understand that by choosing to participate in or attend events, activities, and programs at Sports Force Parks (and activities incidental thereto), I (or my child) may have contact with or be in close proximity to individuals or equipment infected with, exposed to, and/or capable of transmitting one or more communicable diseases, including, but not limited to, the Coronavirus Disease-2019 ("COVID-19") and/or other illnesses or diseases, and that I (or my child) may be exposed to or become infected with COVID-19 or other communicable diseases. I acknowledge and agree that: (a) Sports Force Parks cannot guarantee that I (or my child) will not be exposed to or infected with COVID-19 or any other diseases; and (b) no amount of care, caution, instruction, or expertise can eliminate the risk that I (or my child) may be exposed to or become infected with any such diseases. I acknowledge and understand that participating in or attending events, activities, or programs at Sports Force Parks (and activities incidental thereto) could increase my (or my child's) risk of being exposed to or infected with COVID-19 or other communicable diseases and that such exposure or infection may result in significant injuries to me (or my child) and others, including, but not limited to, personal injury, illness, permanent disability, physical or emotional suffering, and/or death.

I acknowledge and understand that all of the risks and injuries described in this Section 1 may result not only from my (or my child's) own actions, but also from the action, inactions, or negligence of others (including other participants, coaches, instructors, staff, volunteers, and spectators), weather conditions or acts of nature, or the construction or condition of fields, facilities, or equipment (including uneven or slippery surfaces), and that equipment provided for my (or my child's) protection may be inadequate to prevent serious injury. I am voluntarily choosing to participate in events, activities, and programs at Sports Force Parks (and activities incidental thereto) of my own free will with full knowledge and appreciation of all of the risks and dangers associated with such activities, including all risk and dangers described above. I hereby knowingly, freely, and voluntarily accept and assume all such risks and dangers, both known and unknown, and accept and assume full and sole responsibility for any injury, loss, or damage arising out of or in any way related to my (or my child's) participation in any events, activities, or programs at Sports Force Parks (and all activities incidental thereto), whether caused by the negligence of any of the Released Parties (as defined below) or any other cause.

**2. Waiver and Release of Liability.** To the fullest extent permitted by law, I, on behalf of myself and my family, personal representatives, estate, successors, assigns, heirs, and next of kin, hereby unconditionally and irrevocably waive all liability of, release, acquit, and forever discharge **Sports Force Parks, Sports Force Parks Vicksburg, LLC, City of Vicksburg, MS, Sports Fields, Inc.**, and all of their affiliated entities, along with their respective owners, officers, directors, agents, employees, sponsors, volunteers, and other representatives (collectively, the "Released Parties"), from and against any and all present and future claims, demands, actions, rights, liabilities, damages, and causes of action of any kind, character, nature, or description whatsoever, whether known or unknown, foreseen or unforeseen, direct or indirect, arising out of or in any way related to my (or my child's) participation in or presence at any events, activities, and programs at Sports Force Parks (and all activities incidental thereto), including all risks and injuries described in Section 1, whether caused by the negligence of any of the Released Parties or any other cause, provided that nothing in this section shall be deemed to release a Released Party from liability arising from its own reckless, willful, or intentional misconduct.

**3. Indemnification, Hold Harmless, and Covenant Not to Sue.** On behalf of myself and my family, personal representatives, estate, successors, assigns, heirs, and next of kin, I hereby indemnify, hold harmless, and promise not to sue or otherwise bring a claim against the Released Parties for any loss, liability, expense, or damage arising out of or in any way related to my (or my child's) participation in or presence at any sports, events, activities, and programs at Sports Force Parks (and all activities incidental thereto), including all risks and injuries described in Section 1, whether caused by the negligence of any of the Released Parties or any other cause. I further agree to indemnify the Released Parties from and against any and all third-party claims of any kind arising out of or in any way related to my (or my child's) participation in or presence at any events, activities, and programs at Sports Force Parks. Should any of the Released Parties be required to incur attorney's fees or costs to enforce this Agreement, I agree to indemnify them for all such fees and costs.

**4. No Liability for Actions or Omissions of Hotel Partners.** I acknowledge and understand that Sports Force Parks has partnered with local hotels (the "Hotel Partners") to assist participants in securing accommodations while participating in and/or attending activities offered, conducted, or sponsored by or at Sports Force Parks. I acknowledge and agree that I am solely responsible for adhering to any and all policies of the Hotel Partners, and that the Hotel Partners may refuse or terminate my accommodations if I violate any hotel

policies or for any other reason. I acknowledge and agree that neither Sports Force Parks nor any of the Released Parties shall have any liability for any actions or omissions of any of the Hotel Partners, and I hereby waive and release the Released Parties from any and all liability for such actions or omissions.

**5. Medical Treatment and Expenses.** I hereby authorize and consent to the rendering of first aid and other medical treatment which may be deemed necessary in the event of any illness, accident, injury, or medical emergency while I am (or my child is) participating in or present at any events, activities, or programs at Sports Force Parks. I understand and agree that I will be solely responsible for all fees, costs, and expenses related to any medical treatment and medical transportation provided to me (or my child).

**6. Media Release.** I hereby authorize and grant permission to Sports Force Parks and the Released Parties, as well as their agents, representatives, and others working under their authority, to take and use my (or my child's) photographed, video recorded, or live-streamed image, likeness, voice, and name for any and all purposes, including marketing, commercial, or advertising purposes, and in any and all forms of media, without further consideration. I understand and agree that I (and my child) have no rights to any benefits derived from the use of such image, likeness, voice, or name.

**7. Choice of Law and Jurisdiction.** I agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi. I further agree that any action or legal proceeding against any of the Released Parties relating to this Agreement or any claim arising out of or in any way related to my participation in or presence at any events, activities, and programs at Sports Force Parks (and all activities incidental thereto) shall be brought exclusively in the state or federal courts in and for the State of Mississippi.

**8. Cumulative Rights.** Nothing in this Agreement is intended to or shall be construed to waive or limit any other rights that any of the Released Parties has under applicable law, including, but not limited, to any immunities or rights provided by the Mississippi Tort Claims Act, Miss. Code Ann. §§ 11-46-1 *et seq.*, all of which are expressly reserved.

**9. Fair and Honest Negotiation.** I agree that this Agreement has been fairly and honestly negotiated between Sports Force Parks Vicksburg, LLC and me. I have been offered the opportunity to negotiate changes to this Agreement, and all changes that have been agreed to by Sports Force Parks Vicksburg, LLC and me are reflected in this Agreement.

**10. Severability.** I agree that if any portion of this Agreement is determined to be invalid, illegal, or unenforceable, that portion shall be deemed severed from the Agreement, which shall otherwise remain in full force and effect.

**I acknowledge, affirm, and represent that I have carefully read this entire Agreement, fully understand its contents, terms, and meaning, and have had an opportunity to have any questions answered to my satisfaction. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS AND REMEDIES BY SIGNING THIS AGREEMENT. I hereby sign this Agreement of my own free will and voluntarily agree to be bound by its terms for today and all future participation in and attendance at any events, activities, or programs at Sports Force Parks.**

Printed Name of Participant: \_\_\_\_\_

Participant Date of Birth: \_\_\_\_\_ Team Name: \_\_\_\_\_

Name of Tournament (*choose from list*): \_\_\_\_\_

Signature of Participant (if 18 years or older): \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*NOTE: If participant is under 18 years old, parent or legal guardian must sign below**

**For Parents/Legal Guardians of Participants Under 18 Years of Age**

I hereby warrant, affirm, and represent that I am the parent/legal guardian with legal responsibility for the above-named participant who is under 18 years of age and that, in such capacity, I have read this Waiver, Release of Liability, Assumption of Risk, and Indemnification Agreement completely and carefully, understand the risks involved with the events, activities, and programs offered, conducted, and sponsored by or at Sports Force Parks, have explained and discussed those risks with the above-named participant, and do hereby consent and agree to his/her participation, release, waiver, and acceptance of risk as provided above. On behalf of myself, the above-named participant, and my family, personal representatives, estate, successors, assigns, heirs, executors, and next of kin, I hereby knowingly, freely, and expressly agree to all of the terms and conditions of this Waiver, Release of Liability, Assumption of Risk, and Indemnification Agreement.

Printed Name of Parent/Legal Guardian: \_\_\_\_\_

Signature of Parent/Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_