

## Q&B SPORTS 1739 BINGLERD HOUSTON TX 77055

## Release and Waiver of Liability

| IN CONSIDERATION of being permitted to participate in any way in the ANY FIELD OR GYM activity ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin:   |  |
|--|--|
| 1. ACKNOWLEDGE, agree, and represent that I understand the nature of ALL Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. 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.  |  |
| PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (binaction's, the actions or inaction's of others participating in the NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there more known to me or not readily foreseeable at this time; and I  | VE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING ) these Risks and dangers may be caused by my own actions or the Activity, the condition in which the Activity takes place, or THE tray be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL a result of my participation or that of the minor in the Activity. |
| 3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Q&B Sports, LLC., their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPER ATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEAS EES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim. |  |
| I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, 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 AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.  |  |
| Printed Name of Player/ Participant  |  |
| Participant's Signature:   | Date:  |
| In case player is under 18 years of age, please fill below   |  |
| Printed Name of Guardian   |  |
| Guardian's Signature:  |  |
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