

AGREEMENT, WAIVER AND RELEASE OF LIABILITY

In exchange for being allowed to use certain recreational facilities located at 16289 Boden Rd, Noblesville, Indiana (collectively, the "Facilities"), we, _____ (team/athlete) agree to be bound by each of the following:

1. **Use of Facilities.** We will use and occupy the Facilities only as permitted by Noblesville Fieldhouse, LLC ("NFH") in its sole and exclusive discretion. In addition, we agree to the following terms respecting my use of the Facilities:

A. **Compliance with Law.** We will not use or occupy any portion of the Facilities for any conduct or activity that is in violation of any statute, ordinance, order, regulation, or rule of any federal, state, county, or municipal authority or for any conduct or activity that NFH, in its sole and exclusive discretion, deems disreputable, potentially dangerous or hazardous to persons or property, lewd, indecent, or otherwise objectionable. We agree to be bound by all Rules and Regulations as may from time to time be adopted by NFH for the use and occupancy of the Facilities.

B. **Limitations.** We will use only the Facilities and not any surrounding or contiguous areas other than for ingress and egress to and from the Facilities. Further, we understand and acknowledge that my use of the Facilities is non-exclusive and that there may be other individuals occupying and/or using the Facilities concurrently with me. We agree that NFH shall have full, complete, and absolute authority to establish the schedules for the use of the Facilities. I agree to comply with all such schedules.

C. **Enforcement Authority.** We agree that NFH shall have the right to enforce all Rules and Regulations pertaining to the Facilities and all terms of this Agreement, Waiver and Release of Liability (the "Agreement") and to eject me from the Facilities and suspend or revoke my right to use the Facilities for violations thereof or if we exhibit conduct or behavior that NFH, in its sole and exclusive discretion, determines is inappropriate, dangerous, or otherwise objectionable.

2. **Risks; Release and Waiver; and Indemnification.** We understand that NFH and its representatives may not be present during my use of the Facilities. We understand that my use of the Facilities may involve risk of injury and loss, both to person and to property. We also understand that the risk of injury may include the possibility of permanent disability and death. We understand that this Agreement is intended to address all of the risks of any kind associated with my use of the Facilities, including, but not limited to risks created by the following: (i) the use and condition of the Facilities and/or any equipment or amenities therein or thereon; (ii) the Rules and Regulations governing the occupancy or use of the Facilities (or the lack or inadequacy thereof); (iii) the failure of NFH to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons; (iv) the inadequacy or unavailability of medical facilities or treatment at or near the Facilities; and (v) the lack or inadequacy of supervision at the Facilities. We assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my occupancy or use of the Facilities. We accept personal responsibility for any liability, injury, loss, or damage in any way connected with my occupancy or use of the Facilities. We release NFH and its members, managers, directors, officers, employees, agents, volunteers, successors, and assigns (collectively, the "Released Parties") from any and all liability for, and waive any and all claims for, injury, loss, or damage in any way connected with my occupancy or use of the Facilities, except to the extent prohibited by Indiana law. We agree to indemnify and to hold harmless the Released Parties, including NFH, from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees, in any way connected with or arising out of the occupancy or use of the Facilities by us or by any other party or person purportedly deriving the right to use or occupy the Facilities by or through me, except to the extent prohibited by Indiana law.

3. **Miscellaneous.**

A. **Binding Effect.** This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin and assigns and shall inure to the benefit of all Released Parties and their respective successors and assigns.

B. **Severability.** If any term or provision of this instrument or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.

C. **Applicable Law.** This instrument shall be governed, construed, and enforced in accordance with the law of the State of Indiana.

D. **Merger.** This instrument supersedes all prior waivers and written or oral understandings, agreements or contracts concerning any use of the Facilities.

THIS AGREEMENT INCLUDES A WAIVER AND RELEASE OF LIABILITY. WE HAVE READ THIS AGREEMENT. WE UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. WE ARE SIGNING THIS AGREEMENT ONLY AFTER A CAREFUL REVIEW OF ITS CONTENTS.

Coach/Parent Name

Coach/Parent Signature

Date