



NX LEVEL SPORT PERFORMANCE, LLC RELEASE OF LIABILITY:

NOTICE: THIS IS A LEGALLY BINDING CONTRACT. In consideration of my being permitted by NX Level Sport Performance, LLC to use its facilities and/or participate in any program offered by NX Level Sport Performance LLC, including lessons or training, I agree to the following waiver and release and I make the following representations:

I HEREBY ACKNOWLEDGE THE INHERENT EXTREME RISKS IN ATHLETIC TRAINING, including movement on artificial surfaces. I realize that those risks include, but are not limited to: falls from or contact with walls or equipment, bad decision making, inattention of others, misuse or failure of equipment, equipment which may have become loose or damaged, and accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the use of the facilities, and/or the sport of training and I agree that said list in no way limits the extent or reach of the Release. **I VOLUNTARILY ASSUME ALL RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGERS AND RISKS INVOLVED.**

I understand NX Level Sport Performance, LLC offers free protective equipment for my use, and I assume all risks arising from any decision not to use such equipment. NX Level Sport Performance, LLC reserves the right to require mandatory use of protective equipment by minors.

I voluntarily agree to assume all risk of personal injury, including paralysis and death, that may occur while I am in either of the facilities, or participating in any event or program or while I am training anywhere at any time, whether or not under supervision of NX Level Sport Performance, LLC personnel. I hereby acknowledge and intentionally waive and release any and all claims or causes of action which might arise from the facilities or participation, and agree to indemnify, hold harmless and defend NX Level Sport Performance, LLC its successors, assigns, officers, employees, equipment designers, or builders, hold manufacturers, lessors and agents from all liability for any such damage, injury, paralysis or death which may result. This release shall be effective even though said loss, damage or injury results or has resulted from the negligence, wrongful acts, omission, breach of warranty or strict tort liability of NX Level Sport Performance, LLC or other parties released.

I am in good health and have no known physical limitations which would affect my use of the facilities. I agree to pay attention to the state of any equipment I may use, and to advise staff members if I do any damage or notice damage or problems. I certify that I have read the posted rules, and accept responsibility for failure to abide by these rules. If the NX Level Sport Performance, LLC staff makes a specific request of or instruction to me, I agree to comply.

I understand that indoor training is not the same as outdoor training, which requires additional skills; and I agree to seek qualified instruction before attempting to train outdoors.

This Release shall be effective and binding upon me and upon my assigns, heirs, representatives, guardians and administrators. If under the age of 18, this Release is signed by a parent/guardian of the minor, and the undersigned waives any and all claims, and agrees to indemnify and hold harmless NX Level Sport Performance, LLC and its agents in the event of any injury to the undersigned or minor.

I understand that this Release is a contract, I expressly state that I have read, understand, and am familiar with all its provisions and that I sign it of my own free will.

Name: _____ Date: _____

Signature: _____ Date of Birth: _____

Telephone: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR

I here represent that I am the parent or guardian of the minor whose name appears above. I am familiar with and consent and agree to the terms and provisions set forth in this Release on behalf of myself and said minor.

Signature of Parent/Guardian: _____ Date: _____