



Release, Indemnity, and Assumption of Risks

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT, BECAUSE PHYSICAL EXERCISE CAN BE STRENEOUS AND POTENTIALLY DANGEROUS, HE/SHE HAS BEEN URGED TO OBTAIN A PHYSICAL EXAM FROM A PHYSICIAN PRIOR TO USING ANY PART OF THE EQUIPMENT OR SERVICES AT **SKY HIGH VOLLEYBALL**. FURTHER, THE UNDERSIGNED AGREES THAT ANY PHYSICAL ACTIVITY OR USE OF ANY CLUB AMENITY OCCURS AT THE UNDERSIGNED'S OWN RISK. FURTHER, THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT NEITHER **SKY HIGH VOLLEYBALL** NOR ANY OF ITS AGENTS OR EMPLOYEES SHALL BE HELD RESPONSIBLE FOR LOSS OF THE UNDERSIGNED'S PERSONAL PROPERTY.

2. *Indemnity.* THE UNDERSIGNED WILL INDEMNIFY, DEFEND, AND HOLD D&L Sports LLC (dba Sky High Volleyball) AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "**SKY HIGH VOLLEYBALL**") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST **SKY HIGH VOLLEYBALL** AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, OR VISITORS (COLLECTIVELY, "**THE MEMBER**") WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF **THE MEMBER** OR (b) DAMAGE TO OR LOSS OF PROPERTY OF **THE MEMBER**, OR (c) FAILURE OF **THE MEMBER** TO COMPLY WITH ANY APPLICABLE LAWS OR THE MEMBERSHIP AGREEMENT.

3. *General Release.* **THE MEMBER** WAIVES ALL CLAIMS AGAINST **SKY HIGH VOLLEYBALL** AND RELEASES **SKY HIGH VOLLEYBALL** FROM ANY LIABILITY, BASED ON ANY (A) INJURY TO OR DEATH OF **THE MEMBER** OR (B) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO **THE MEMBER**.

4. *"Likeness" Use Release.* **THE MEMBER** GRANTS **SKY HIGH VOLLEYBALL** PERMISSION TO USE **THE MEMBER**'S LIKENESS (*AND THE LIKENESS OF ANY CHILD(REN) FOR WHOM THE MEMBER IS LEGALLY RESPONSIBLE*) IN PHOTOGRAPHS AND/OR VIDEO PERTAINING TO ANY AND ALL OF **SKY HIGH VOLLEYBALL** PUBLICATIONS, INCLUDING WEBSITES, SOCIAL MEDIA PAGES, PRINT PUBLICATIONS, ETC., WITHOUT PAYMENT OR ANY OTHER CONSIDERATION REMITTED. **THE MEMBER** UNDERSTANDS AND AGREES THAT ANY SUCH PHOTOS AND/OR VIDEOS ARE AND SHALL REMAIN THE PROPERTY OF **SKY HIGH VOLLEYBALL**, WHICH IS AUTHORIZED TO COPY, EXHIBIT, PUBLISH OR

SKY HIGH SPORTS, LLC

2870 FM 914, Stephenville, TX 76401 | skyhighstephenville.com | skyhighstephenville@gmail.com

DISTRIBUTE SAID LIKENESS(S) FOR PURPOSES OF PUBLICIZING **SKY HIGH VOLLEYBALL** PROGRAMS OR FOR ANY OTHER LAWFUL PURPOSE. **SKY HIGH VOLLEYBALL**, ITS REPRESENTATIVES, EMPLOYEES, MANAGERS, MEMBERS, OFFICERS, PARENT COMPANIES, SUBSIDIARIES, AND DIRECTORS, ARE HEREBY RELEASED BY **THE MEMBER** FROM ALL CLAIMS AND DEMANDS ARISING OUT OF OR IN CONNECTION WITH ANY USE OF THE MEMBER'S LIKENESS (*OR THAT OF MEMBER'S CHILD*), INCLUDING, WITHOUT LIMITATION, ALL CLAIMS FOR INVASION OF PRIVACY, INFRINGEMENT OF THE RIGHT OF PUBLICITY, DEFAMATION AND ANY OTHER PERSONAL AND/OR PROPERTY RIGHTS. NO SUMS WHATSOEVER WILL BE DUE TO **THE MEMBER** AS A RESULT OF THE USE OF **THE MEMBER'S** (OR **THE MEMBER'S CHILD'S**) LIKENESS BY **SKY HIGH VOLLEYBALL**.

5. *Negligence of SKY HIGH VOLLEYBALL.* **THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT ORDINARY NEGLIGENCE OF THE FITNESS CENTER (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SKY HIGH VOLLEYBALL).**

Name of Minor (Under 18)

Member or Guardian

Date