



RELEASE OF LIABILITY FORM

READ CAREFULLY THIS AFFECTS YOUR LEGAL RIGHTS

General: Risks of Ballistic activities include, but are not limited to, injury to the head, neck or spine; injury to muscles, bones, ligaments, tendons and other connective tissues; injury to internal and external organs, loss of or damage to sight, hearing, or teeth; long or short term disability; loss of income, career opportunities or the enjoyment of life and; pain, and scarring or disfigurement. The causes of possible injury are many, including but not limited to: injury from bodily contact, incidental or inherent in the nature of the activity; slipping and falling or tripping on surfaces, regardless of physical or environmental conditions; injury from warming up, practicing or training for participation; injury due to supervision or lack of supervision by Ballistic employees or agents, including referees or officials, or to rules or regulations and instructions (or lack thereof) regarding the use of equipment or tools or to the nature of the activity itself, particularly in activities involving contact (or potential contact) with other persons, equipment or balls; or injury due to a disparity among other participants or teams with respect to experience level, strength, height, weight, age, ability, and the relative competitiveness or maturity of, between or among other participants and; malicious acts of other participants, regardless of whether Ballistic had or should have had knowledge of the likelihood of malicious acts by such participant. The risk of injury from many of the activities is significant, including the potential for permanent paralysis and death, and while particular skills, rules, equipment, and personal discipline may reduce this risk, the risk of serious injury cannot be eliminated.

In exchange for participation in the activity of Ballistic Bubble Soccer (hereinafter "Ballistic") in San Diego, CA and/or use of the property, facilities and service of Ballistic, I agree for myself and for the members of my family to the following:

1. I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by Ballistic, employees, representatives, or agents of Ballistic.
2. I recognize that there are certain inherent risks associated with the above described activity and I KNOWINGLY AND FREELY ASSUME ALL RISKS AND ASSURE FULL RESPONSIBILITY for personal injury to myself and (if applicable) my family members, and further release and discharge Ballistic for injury, loss, damage or death arising out of me or my family's use or presence upon

the Facilities of Ballistic, whether caused by the fault of myself, my family, Ballistic, or other third parties.

3. I, for myself and on behalf of my heirs, assigns, personal representatives, next of kin and whomever else may have an interest either at common law or by operation of statute, HEREBY RELEASE, WAIVE, RELINQUISH, DISCHARGE AND COVENANT NOT TO SUE Ballistic, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Ballistic activity, FROM LIABILITY FROM ANY AND ALL CLAIMS FOR ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, SUSTAINED AS A RESULT OF, ARISING OUT OF OR RELATED TO ANY BALLISTIC ACTIVITY, to the fullest extent permitted by law.
4. I agree to indemnify and defend Ballistic against all claims, causes of action, damages, judgments, costs, or expenses including attorney fees and other litigation costs, which may in any way arise from me or my family's use or our presence upon facilities of Ballistic.
5. I agree to pay for all damages to the facilities of Ballistic caused by me or my own family's negligent, reckless, or willful actions.
6. Any Legal or equitable claim that may arise from participation in the above shall be resolved under the California law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER ALL LEGAL RIGHTS.

PARTICIPANT'S SIGNATURE*

*Parent/Legal Guardian, if Participant is under 18

PRINT NAME

EMAIL

BALLISTIC REPRESENTATIVE'S SIGNATURE

DATE

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PHONE NUMBER

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EMERGENCY CONTACT NUMBER

DATE