**Classic City Center Inc.**

**Event & Program Waiver**

**3375 Co Rd 427 Waterloo, IN 46793**

**260-837-8282**

**WAIVER & RELEASE OF LIABILITY**

**PLEASE PRINT CLEARLY**

**Participants First Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Last Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**RELEASE AND ASSUMPTION OF RISK:**  In consideration of being permitted to use the facilities of Classic City Center Inc. and mindful of the significant risk involved with the activities thereto, I, for myself, my heirs, my estate and personal representative, do hereby release and discharge Classic City Center Inc. (hereinafter referred to as “CCC”) from any and all liability for injury that may result from my use of the facilities of CCC, and I do hereby waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to myself arising as a result of the use of the facilities of CCC or any activities incidental thereto, wherever or however such personal injury, property damage or wrongful death may occur, whether foreseen or unforeseen, and for whatever period said activities may continue and on any future use of the facilities. I agree that under no circumstances will I, my heirs, my estate or personal representative present any claim for personal injury, property damage or wrongful death against CCC and its owners, employees, management, members, directors, guest instructors, officers, agents, investors or assigns for any of said causes of actions, whether said causes of action shall arise by the negligence of any said person or otherwise.

It is the intention of the undersigned individual to exempt and relieve CCC and its owners, employees, management, members, directors, guest instructors, officers, agents, investors or assigns from liability for any personal injury, property damage or wrongful death caused by negligence. This contract shall be legally binding upon me, my heirs, my estate, and my personal representative, as well as upon any and all other person authorized to act For me or on my behalf or on behalf of , my heirs, my estate, and my personal representative.

**ACKNOWLEDGMENT:** I, the undersigned, acknowledge that I understand that there are significant elements of risk associated with any of the sports & activities that take place at CCC. In addition I realize these risks also pertain to activities such as Ninja Warrior, incidental weight training, team building, fitness training regimens and equipment purchased at CCC. I realize that those risks may include, but not limited to, injuries resulting from slips, trips, falls, broken or damaged equipment, equipment failures, entanglements, falling or dropped items, or the negligence of other participants, instructors, spotters, employees, or other users of the facilities. I acknowledge that I understand that the above list is not inclusive of all possible risks associated with Ninja Warrior or the use of CCC facilities and other unknown and unanticipated risks may result in injury, illness or death.

**MEDICAL AUTHORIZATION:** I agree, on behalf of myself and on behalf of any minor children for which I am responsible, to authorize medical treatment deemed necessary in the event of and injury or illness while participating in the use of CCC facility and/or its equipment. I agree, on behalf of myself and on behalf of any minor children, for which I am responsible, to pay all cost of any rescue and/or medical services as may be incurred on my/our behalf.

**PROMOTIONAL AUTHORIZATION:** I agree, on behalf of myself and on behalf of any minor children for which I am responsible, that any film or photographs or videos of me/us, as users of CCC facility taken by CCC staff or photographers utilized by CCC, become the property of CCC, and may be used for promotional or commercial purposes. I also authorize CCC to contact me and/or any minor child for which, I am responsible via telephone, email or standard mail with promotions and special events or programs.

**I THE UNDERSIGNED, ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE ABOVE RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS AND THAT I FULLY AGREE WITH ITS TERMS AND CONDITIONS. I UNDERSTAND THAT BY SIGNING THIS RELEASE OF LIABILITY I AM KNOWINGLY AND WILLINGLY AGREEING TO RELEASE Classic City Center Inc. AND ITS OWNERS, MANAGERS, EMPLOYEES, MEMBERS, GUEST INSTRUCTORS, DIRECTORS, OFFICERS, AGENTS, INVESTORS OR ASSIGNS OF THEIR LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY THE NEGLIGENCE OF ANY SAID PERSON OR OTHERWISE. WAIVER IS VALID FOR ALL FUTURE VISITS.**

This is to certify that I, **as myself, parent or guardian with legal responsibility for this participant,** do consent and agree to his/her release as provided above, all the releases, and for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless the releases from all liabilities incident to my minor child’s involvement or participation in there programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES, to the fullest extent of the law. I also certify, with my signature below, that I am the participant or a parent or legal guardian and have full parental rights for the above named participant.

Participant/Parent/Guardian’s Signature: **X**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_