



**DALLAS SPORT AND SOCIAL CLUB RELEASE AND WAIVER**

**Sport** \_\_\_\_\_ **Day** \_\_\_\_\_ **Level** \_\_\_\_\_ **Location** \_\_\_\_\_

I, the undersigned, in consideration for being given the opportunity to participate in sports, leagues, events and other activities sponsored by DALLAS SPORT & SOCIAL CLUB, INC. ("DSSC") and its affiliates (DSSC and its affiliates are referred to collectively as the "CLUB"), the sufficiency of which consideration is expressly acknowledged, and intending to be legally bound, do hereby, for myself, my heirs, executors, administrators, insurers, assigns, attorneys, representatives, agents, beneficiaries, legatees, representatives, successors, assigns and any other persons who may make claims on my behalf (collectively the "RELEASORS"), **waive, release, remise and forever discharge** the CLUB including, but not limited to, its contractors, sponsors, volunteers, advertisers, agents, representatives, attorneys, officers, partners, members, managers, directors, shareholders, principals, employees, beneficiaries, heirs, legatees, executors, administrators, affiliates, subsidiaries, predecessors, successors and assigns, and if applicable, owners and/or lessors of property on which events or activities take place (collectively, the "RELEASEES"), from any and all actions, causes of action, suits, claims, controversies, debts, accounts, demands, sums of money, damages, judgments and executions whatsoever, whether for injury, death or property damage, in law or in equity, direct or indirect, known or unknown, foreseeable or unforeseeable, which I may have or acquire (collectively, "CLAIMS"), arising from, concerning or relating to my entry in, travel to or from and/or participation in the CLUB and/or any events or activities staged or sanctioned by the CLUB, as well as negligent first aid, medical treatment and/or rescue so provided (collectively, the "EVENTS").

I further expressly ASSUME ALL RISKS relating to or arising from participation in the CLUB or the EVENTS including, to the extent permitted by law, the risk of negligent or reckless acts or omissions by the RELEASEES and agree to forever HOLD HARMLESS the RELEASEES from any and all CLAIMS, arising from, concerning or relating to my entry in, travel to or from and/or participation in the CLUB and/or any EVENTS. **I understand that participation in the CLUB and the EVENTS involves risks and dangers** of serious bodily injury, including disability or death ("RISKS"), that these RISKS may be caused by the negligence, recklessness, action or inaction of myself or others, that there may be other risks and social and economic losses not known or foreseeable, and that **the RELEASORS fully accept and assume all such RISKS and responsibility** to the extent permitted by law for losses, costs and damages I incur as a result of my participation in the CLUB and the EVENTS. THIS RELEASE AND WAIVER SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK by the RELEASORS of and for the RELEASEES.

I further acknowledge, attest and represent as follows:

1. I voluntarily wish to enter and participate in the CLUB and EVENTS;
2. I understand that such participation involves arduous and strenuous athletic activities;
3. I am qualified, in good health, physically fit and in proper physical condition to participate in the CLUB and such EVENTS;
4. I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured;
5. I will obey all rules and regulations for participation in the CLUB and the EVENTS or be sanctioned or disqualified from this and all future participation in the CLUB and EVENTS;
6. I will inspect and examine all conditions with which I am involved and relating to the CLUB and the EVENTS and, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority of the CLUB or EVENTS and will refuse and refrain from taking part until the condition has been corrected to my satisfaction;
7. I understand that the RELEASEES are not responsible for any inclement weather which may affect the EVENTS and that this Release and Waiver shall encompass all CLAIMS against the RELEASEES arising from or relating to such inclement weather.

This Release and Waiver is intended to be as broad and inclusive as permitted by law, and if any portion hereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect. This Release and Waiver embodies the entire agreement with respect to these matters and supersedes any previous or contemporaneous oral or written negotiations, arrangements or agreements relating to the subject matter hereof. I agree that no promise or inducement has been offered except as herein set forth, and that this Release and Waiver has not been executed based upon statements or representations by any person or entity other than those set forth herein. I have been advised to contact an attorney prior to execution hereof. This document shall be governed by and construed in accordance with and its validity and effect (including any claims for the breach thereof) shall be governed by the laws of the State of Illinois without regard to conflicts of law principles. The venue for any litigation shall be the Circuit Court of Cook County, Illinois. Any reference to "I" or "me" in this Release and Waiver is intended to include all RELEASORS.





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