



WAIVER OF LIABILITY, ASSUMPTION OF RISK AND IDEMNITY AGREEMENT

WAIVER:

In consideration of being permitted to participate in any way in the AIA KICKIN' IT KICKBALL TOURNAMENT on June 15, 2024, *hereinafter called* "The Activity", I for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue AIA Central Oklahoma (AIA) or the owners of PCAA Athletic Fields, its officers, employees and agents, resulting in personal injury, accidents, or illness (including death) and property loss arising from, but not limited to, participation in The Activity.

Further, AIA and PCAA shall not be liable for any injuries or any damage to any member or guest, or be subject to any claim, demand, injury or damages, whatsoever, including without limitation, those damages from acts of passive or active negligence on the part of AIA or PCAA, it's officers, employees or agents. Participants listed below do hereby expressly forever release and discharge AIA and PCAA from all such claims, demands, injuries, damages, actions or causes of action. Participants listed below acknowledge that he/she have carefully read this paragraph and full understands that this is a waiver and release of liability.

ASSUMPTION OF RISK: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I HAVE READ THE PREVIOUS PARAGRAPHS AND I KNOW, UNDERSTAND, AND APPRECIATE THESE AND OTHER RISKS THAT ARE INHERENT IN THE ACTIVITY I HEREBY ASSERT THAT MY PARTICIPATION ISVOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS.

IDEMNIFICATION: I also agree to INDEMNIFY AND HOLD AIA and PCAA Athletic Fields, its officers, employees and agents, HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in Activity and to reimburse them for any such expenses incurred.

SEVERABILITY: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Oklahoma and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGMENT OF UNDERSTANDING: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

By signing this form, I agree that AIA reserves the right to use photos taken at AIA KICKIN' IT KICKBALL TOURNAMENT for promotional purposes.

Sign on page 2.

PLEASE PRINT SO WE ARE ABLE TO READ IT. ALL WAIVERS MUST BE TURNED IN BEFORE YOUR FIRST GAME.

TEAM NAME: _____

PLAYER: _____ **DATE:** _____

SIGNATURE: _____

PLAYER: _____ **DATE:** _____

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PLAYER: _____ **DATE:** _____

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