



**PARTICIPANT RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMINITY AGREEMENT**

IN CONSIDERATION of participating in any way in any of the “Activities” (defined as, but not limited to, court activity, competition, physical training) offered or allowed by Elite Beach LLC and its Des Moines, Iowa Elite Beach location (hereinafter collectively referred to as “Elite Beach”), and also their directors, officers, employees, agents, members, volunteers, participants, and all other persons or entities acting in any capacity on Elite Beach’s behalf, I hereby agree to release, discharge and indemnify Elite Beach, on behalf of myself, my spouse, personal representatives and estate, as follows:

I ACKNOWLEDGE, AGREE AND REPRESENT that I understand the nature of the Activities offered at Elite Beach, and that I am qualified, in good health, and in proper physical condition to participate in any Activity that I see fit, of my own choosing and voluntarily. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. I CERTIFY THAT I HAVE ADEQUATE INSURANCE TO COVER ANY INJURY OR DAMAGE I may suffer or cause while participating in any of the Activities offered at Elite Beach. I agree to bear the costs of such injury or damage to myself. I FURTHER CERTIFY that I am willing to assume the risk of any medical or physical condition I may have. I FULLY UNDERSTAND THAT: (a) THE OFFERED ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“RISKS”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW OR THE NEGLIGENCE OF THIRD PARTIES; (c) there may be other Risks, and social and economic losses, either not known to me or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES that I incur as a result of my participation or that of the minor in the Activity. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Elite Beach, their respective administrators, directors, officers, employees, agents, members, volunteers, and other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR THIRD PARTIES, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND I FURTHER AGREE that if, despite signing this release I, or anyone on my behalf, makes a claim against any of the “RELEASEES”, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE “RELEASEES” from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim. I also give Elite Beach the permission to use any picture, video or likeness of me, or a picture, video or likeness of my children, in Elite Beach’s marketing materials and on our website while they are participating in Elite Beach’s programs.

I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

**Participant must be 18 or over.

*Participant’s Name: _____ *Date of Birth: _____

Phone: _____ Cell | Home | Work (circle one)

*Street _____ *City _____ *State _____ *Zip _____

E-Mail Address: _____

*Signature: _____ *Date: _____