

Name _____ Age _____ DOB _____ Gender M F Level: Beginner Intermediate Advanced

Address _____ City _____ ST _____ Jersey Size YS YM YL

Zip Code _____ Home Phone _____ Email _____

Mom's Name _____ Cell Number _____

Dad's Name _____ Cell Number _____

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RELEASE AND WAIVER OF LIABILITY; ASSUMPTION OF RISK; AND PLAYER/PARENTAL CONSENT

FOR THE CONSIDERATION of being permitted to observe or participate in any way whatsoever in any instructional, training, or activity (all collectively referred to herein as "Activity"), I, _____ (printed name) (herein referred to as "participant") and I, _____ (printed name of legal guardian) (herein referred to as "Guardian") do hereby agree to the following terms, covenants, representations and conditions:

We represent that we understand the nature and intensity of the Activity and that the Participant is qualified, in good health, and in proper physical condition to participate in such Activity;

WE FULLY UNDERSTAND THAT ANY ACTIVITY (as defined above) INVOLVES A HIGH RISK AND DANGER OF CAUSING SERIOUS BODILY INJURY, INCLUDING WITHOUT LIMITATION, PERMANENT DISABILITY, PARALYSIS, AND DEATH, (all collectively referred to as "RISKS");

We understand and agree that RISKS may be caused in whole, or in part, by the Participant's own actions or inactions, the actions or inactions of others participating in the Activity, the nature or condition in which the Activity takes place, or by the negligence of Manary Management, L.L.C, or any of its agents, employees, assigns, or successors;

We understand, agree and covenant that WE FULLY ACCEPT AND ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL INJURIES, DAMAGES, LOSSES AND COSTS ASSOCIATED WITH THE ACTIVITY (as defined above) AND RISKS ASSOCIATED THEREWITH;

WE HEREBY AGREE TO RELEASE, DISCHARGE AND COVENANT NOT OT SUE MANARY MANAGEMENT LL.C., ITS MEMBERS, OFFICERS AND DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS. ASSIGNS (all hereinafter collectively referred to as the "Company") AND SUCCESSORS, FROM ANY AND ALL LIABILITY, CLAIMS, INJURIES, DAMAGES OR ANY OTHER FORM OF LOSS, SOCIAL, PERSONAL, OR ECONOMIC, CAUSED IN WHOLE, OR IN PART, BY THE COMPANY (as defined above); and

WE HEREBY AGREE TO INMEMNIFY AND HOLD HARMLESS THE COMPANY FROM ANY AND ALL LOSSES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ANY LITIGATION EXPENSES, ATTORNEYS FEES, DAMAGES, OR ANY OTHER LIABILITIES INCURRED AS A RESULT OF THE PARTICIPANT'S (as defined above) OBSERVATION OF, PARTICIPATION IN OR PRESENCE AT THE ACTIVITY (as defined above), OR FROM THE BREACH OF THIS WAIVERR AND RELEASE AGREEMENT.

I HAVE READ THIS WAIVER AND RELEASE AGREEMENT AND FULLY UNDERSTAND ITS TERMS, AND I HAVE SIGNED THIS AGREEMENT FREELY, WITHOUT INDUCEMENT, DURESS, OR FRAUD, AND UNDERSTAND AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD OT INVALID, THEN SUCH PROVISION SHALL SEVERABLE FROM THE AGREEMENT AND ALL REMAINING PORTIONS OF THE AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT.

Executed on the _____ day of _____, 2006

Signature of Participant _____ Signature of Legal Guardian _____

Printed Name of Participant _____ Printed Name of Guardian _____

PLEASE FILL OUT AND BRING WITH YOU TO THE FREE CLINIC

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