

Rolling Thunder Volleyball Club and MAX Training Center, LLC RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

This Agreement is being entered into in consideration of my participation on/in _____ ("Activity/Program") and hereby represent that I understand the nature of this Activity/Program and that I am qualified, in good health, and in proper physical condition to participate in such Activity/Program. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity/Program. I fully understand that this Activity/Program involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, Activity/Program, the conditions in which the event, Activity/Program takes place, or the negligence of the "releases" named below; and that there may be other risks 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, cost, and damages I incur as a result of my participation in the Activity/Program. I hereby release, discharge, and covenant not to sue Rolling Thunder Volleyball Club or MAX Training Center, LLC, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity/Program 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 part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and in the future agree that if, despite this release, waiver of liability, and assumption of risk, I, or anyone on my behalf, make a claim against any of the Releasees, I will indemnify, save, and hold harmless, each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim. Permission is also given to use my child's photo, video or endorsement for promotion.

The parties agree that the substantive laws of the State of Illinois shall govern all matters concerning the validity, performance, administration, and interpretation of this Agreement. The parties further agree that any judicial proceeding brought against Rolling Thunder Volleyball Club or MAX Training Center, LLC on account of any dispute arising out of the Agreement, or any matter related hereto, shall be brought in the courts of the State of Illinois or federal courts sitting in the State of Illinois. If any term, part, or provision of this Agreement is declared illegal or invalid by a court of general jurisdiction or is superseded by a specific law or regulation, such law or regulation, such law or regulation shall control to the extent of such conflict without affecting the remaining provisions of this Agreement and the rights and obligations of the parties.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any 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 for a period of one (1) year from the date hereof.

Printed name of Participant: Date: _____

Signature Participant: _____ Date: _____

PARENTAL CONSENT

AND I, the parent and/or legal guardian of _____, the Participant, who is a minor under 18 years of age ("Minor"), understand of the above referenced Activities/Program and the Minor's experience and capabilities and believe the Minor to be qualified to participate in such Activity/Program and hereby agree to all foregoing terms and conditions of this Agreement, I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the Minor's account caused or alleged to have been caused in whole or in part as a result of the Minor's participation in the Activity/Program or by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the Minor, or anyone on the Minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

Printed name of Parent: _____

Signature of Parent: _____ Date: _____

REGISTRATION

Program Name: _____ Program Cost: _____

Payment Information: ____ Cash or ____ Check (Ck# _____) Payable to: Rolling Thunder VBC

Name: _____ Address: _____

City: _____ State: _____ ZIP: _____

Home Phone: _____ E-mail: _____

Athletes Age: _____ Grade: _____ School: _____

MAX Training Center, LLC, 355 Hastings Drive, Buffalo Grove, IL 60089 Phone: 847-215-7000