

RELEASE AND WAIVER AGREEMENT

I attest that I am fully aware of the risks involved in the recreational activity of adult dodgeball and agree to the following as an express condition of AZ Dodgeball, LLC., allowing me to participate in its league:

1. I agree to fully abide by any and all league rules as expressed to me by any league official verbally or in writing. I agree that such league rules are subject to change at any time, with or without prior notice. I understand and agree that AZ Dodgeball, LLC. is not liable for any other participant's failure to abide by league rules and that in such an event, any participant violating league rules is solely liable for any resulting damages or injury.
2. I fully understand that the premises on which the recreational activity takes place is made available to the public and that AZ Dodgeball, LLC. has secured permission for all games to take place. However, I expressly understand that AZ Dodgeball, LLC. has no right, obligation or ability to modify, construct, inspect or prepare the premises for any purpose. AZ Dodgeball, LLC. and I use the premises as-is, with all attendant risks of injury and I agree that AZ Dodgeball, LLC. has no obligation to warn, notify or correct any dangerous conditions on the premises. As such, I release, discharge and waive any cause of action or suit for any liability of AZ Dodgeball, LLC. its officers, directors, employees, members and/or agents that may arise, directly or indirectly, in contract or in tort in connection with my participation in any activity associated with AZ Dodgeball, LLC. including, without limitation, adult dodgeball. I further agree to indemnify and hold AZ Dodgeball, LLC. harmless for any and all injuries or damages resulting from my conduct, whether tortious or otherwise.
3. I represent and warrant to AZ Dodgeball, LLC. that I have no medical condition that may impact, in any manner, my ability to participate in recreational adult dodgeball. I expressly understand that AZ Dodgeball, LLC. has made no other inquiry into my medical status and I expressly waive any and all obligation that it do so. It is my express intent that AZ Dodgeball, LLC. rely upon this representation in allowing me to participate in its league activities, and that this representation and warranty is binding on my heirs, executors, administrators, successors and assigns. I release AZ Dodgeball, LLC. from any obligation, implied or otherwise, to make medical equipment available at any time.
4. In the event that any provision in this Release and Waiver agreement is deemed by a court of law to be too broadly written, it is my express intent that this Release and Waiver be read to protect AZ Dodgeball, LLC. to the maximum extent allowed by law and I agree to limit AZ Dodgeball, LLC.'s liability to the extent of my participation fee. If any provision of this Release and Waiver is void or unenforceable, it is my intent that the offending provision be severed and the remaining provisions remain in full force and effect. This Release and Waiver is governed by Arizona law.

**I HAVE READ AND I UNDERSTAND THIS RELEASE AND WAIVER AGREEMENT.
I UNDERSTAND THAT THIS DOCUMENT WAIVES CERTAIN RIGHTS, AND I
ENTER THIS AGREEMENT VOLUNTARILY.**