

Top Corner Sports LLC Wavier
460 Milltown Rd
Bridgewater NJ 08807

Participant Name: _____ Birthdate: _____
Parent/Guardian Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Cell Phone: _____ Sex: _____ Age: _____
E-Mail: _____ Athlete E-Mail: _____

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT
AGREEMENT ("AGREEMENT")**

In consideration for and in connection with being permitted to participate in activities, and/or spectate (the "Activities"), at the facilities Top Corner Sports, LLC ("TCS"), I, for myself, and/or for my child (or children), personal representatives, assigns, heirs, next of kin, and family members (both direct and indirect), agree as follows:

1. I acknowledge, agree, and represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in the Activities. I further agree and warrant that if at any time I believe conditions at the TCS to be unsafe, or if at any time my physical condition changes or is diminished in any way, I will immediately discontinue further participation in the Activities on my own accord. I authorize the TCS, its staff, any Releasee (see below "Releasee" defined), and other medical care provider(s) to carry out any emergency medical transport or medical care for me or my child, as may be necessary in their sole discretion, and agree to be fully responsible for any and all costs associated with such transport and care.
2. I understand that it is my complete and absolute responsibility to comply and agree with all posted procedures, play-at-my-own risk signage, including but not limited to the CDC's safety procedures (found on the CDC's website), hygiene procedures and protocols intended to lessen the likelihood of the spread of any disease between participants, spectators and/or TCS staff. I further understand that it is my responsibility to comply with all applicable laws and requirements imposed by federal, state, and local authorities.
3. I FULLY UNDERSTAND THAT I AM PLAYING AT MY OWN RISK AND THAT THE ACTIVITIES INVOLVE INHERENT AND OTHER RISKS AND DANGERS, including but not limited to falling or loss of balance; striking padded or unpadded surfaces; being injured by equipment; being injured by the actions or inactions of other participants; collisions with other participants; falls due to slick or uneven surfaces; equipment failures of any kind; equipment misuse by myself or others; potential exposure to communicable disease (including but not limited to CORONAVIRUS/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors); physical injury or illness as a result of engaging in physical activity; and in any and all Activities at the TCS, which risks may result in SERIOUS INJURY, ILLNESS, EMOTIONAL DISTRESS, AND/OR DEATH (collectively, "Risks").
Furthermore, I agree that COVID-19, is a worldwide pandemic as designated by the World Health Organization, and I agree to give my best efforts to social distance while participating/spectating in the Activities. I also agree that if I am feeling ill or simply under the weather, or my child is feeling ill, that I and/or my child will refrain from entering into the facilities at the TCS altogether. I understand that this is my absolute social responsibility that I will abide by at all times. I understand that the Risks may be caused or contributed to by my own actions or inactions, the actions or inactions of other participants, spectators, staff, or owners, the conditions and settings in which the Activities take place, or the alleged or actual NEGLIGENCE of the Releasees named herein (see below). I understand that the description and list of Risks in this Agreement is not, and will not, deemed to be complete, and that when participating in the Activities I may encounter Risks not described in this Agreement, known and unknown, inherent and otherwise. With a full understanding of the foregoing, I VOLUNTARILY AGREE TO EXPRESSLY ASSUME ALL INHERENT AND OTHER RISKS OF INJURY AND DEATH AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES that I or my child incur as a result of my or my child's participation in the Activities.
4. I HEREBY RELEASE, DISCHARGE, HOLD HARMLESS, AND AGREE NEVER TO SUE any owner of the TCS, the staff of the TCS, the managing members of the TCS, any affiliated companies of the TCS, investors/members of the TCS, managers of the TCS, agents, directors, officers, volunteers, employees, landowners, subcontractors, and/or subsidiaries of the TCS

(collectively, "Releasees") from ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES TO ME OR MY CHILD ARISING FROM OR RELATED TO THE ACTIVITIES, INCLUDING INJURY OR DEATH CAUSED IN WHOLE OR IN PART BY THE ALLEGED OR ACTUAL NEGLIGENCE OF THE RELEASEES.

I further agree that if, despite this Agreement, I or anyone acting on my or my child's behalf makes a claim against any of the Releasees, I will DEFEND, INDEMNIFY, AND HOLD HARMLESS each of the Releasees from any attorneys' fees, losses, liability, damage, or expenses which Releasees may incur as the result of such claim.

5. I understand that this Agreement will apply each and every time I participate in the Activities at the TCS or spectate at the TCS. I further agree that this Agreement is a fully enforceable contract which will be enforced to the fullest extent allowed by law, and will be binding on me, my assignees, my children, my personal representatives, assigns, heirs, next of kin, any and all family members (both direct and indirect), my subrogors, my heirs and executors.

If any part of this Agreement is deemed to be unenforceable, the remaining terms shall remain an enforceable contract between the parties to this Agreement.

6. I grant the TCS the right to photograph or video/film myself, my child/children or anyone I may bring to the TCS, in any Activities and to use such photographs or videos/films in marketing brochures, commercials and/or on social media platforms.

7. I acknowledge that I have reviewed the TCS Rules and Regulations of Play made available on the TCS website (topcornersports.com) as well as in the TCS front office. I acknowledge that I understand these Rules and Regulations and agree to abide by them in their entirety. ALL MEMBERSHIP, CLASSES AND LEAGUE FEES ARE NON-REFUNDABLE.

8. I understand that the TCS does not carry medical insurance to cover any injury that I, or my child, may incur while participating in the Activities, and that the TCS is in no way responsible for paying for any medical expense from any injury that I, or my child may incur or sustain while participating in the Activities.

9. I acknowledge that I am responsible for compensating the TCS for any and all property damage originating from my actions or my child's actions at the TCS.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT (1) I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND (2) I HAVE SIGNED IT FREELY WITHOUT DURESS AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE.

FURTHERMORE, I AGREE THAT ANY DIGITAL ACCEPTANCE OF THIS AGREEMENT ONLINE, ON ANY APP, OR ON ANY OTHER DIGITAL PLATFORM WILL BE DEEMED LEGALLY TO HAVE THE SAME ENFORCEABILITY AS THAT OF A SIGNED-IN-INK AGREEMENT.

MINOR RELEASE

By signing on behalf of a minor-child participant/spectator, I represent that I am that minor child's parent or legal guardian, that I am authorized to sign this Agreement on the minor child's behalf, and agree that I will defend, indemnify, and hold harmless any and all Releasees against any claims arising from the minor participant's participation in the Activities. I acknowledge that the minor participant is bound by all the terms of this Agreement, and understand that the minor participant would not be permitted to take part in the Activities unless I agree to all terms of this Agreement.

In case of emergency, please contact _____ Phone _____

Signature of player/guardian _____ Date _____