



ADULT

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being granted the revocable permission to enter the premises of QUEST ATHLETIC CENTER LLC., dba HOT SHOTZ SPORTS CENTER (HSSC), to participate as a player, coach or use or be present in the facility in any way for any reason or in any sport games, matches, camps, practices, scrimmages, instruction, and/or other activities that may be conducted within the HSSC premises, the undersigned for himself, all personal representatives, heirs, and next of kin:

ACKNOWLEDGES THAT THERE IS INHERENT DANGER IN THE PARTICIPATION IN ANY AND ALL SPORTS ACTIVITIES, AND HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY OR DEATH OR PROPERTY DAMAGE ARISING OUT OF THE USE OF THE HHSC FACILITY WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE. THTE UNDERSIGNED VOLUNTARILY ELECTS TO ACCEPT ALL RISKS CONNECTED WITH HIS/HER PARTICIPATION IN ANY/ALL SPORTS OR RELATED ACTIVITIES. THE UNDERSIGNED AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS:

- THE 22ND DISTRICT AGRICULTURAL ASSOCIATION
- THE DEL MAR FAIRGROUNDS, AND
- QUEST ATHLETIC CENTER LLC DBA HOT SHOTZ SPORTS CENTER, ITS OWNERS, HEIRS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND CONSULTANTS (HEREINAFTER CALLED "RELEASEES")

AND RELEASES EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE, CLAIM, DEMANDS OR COST THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE USE OF THE HSSC FACILITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE. THE UNDERSIGNED HAS READ THIS DOCUMENT CAREFULLY AND FULLY UNDERSTANDS EACH AND ALL OF ITS TERMS. THE UNDERSIGNED UNDERSTANDS THAT IT IS A RELEASE OF ALL CLAIMS INCLUDING NEGLIGENT RESCUE OPERATIONS. THE UNDERSIGNED UNDERSTANDS THAT HE/SHE ASSUMES ALL RISKS INHERENT IN PARTICIPATION IN ALL SPORTS OR ANY OTHER ACTIVITY. THE UNDERSIGNED VOUNTARILY SIGNS HIS/HER NAME EVIDENCING HIS/HER ACCEPTANCE OF THE ABOVE PROVISIONS.

This voluntary RELEASE OF LIABILITY AND INDEMNITY AGREEMENT shall be in full force effect at all times during undersigned's participation in the sports activities, of any kind or nature, and for whatever period of the time the undersigned participates in said activities, either continuously or from time to time, as the case may be. Should any dispute arise pertaining to the terms of this agreement, or should any action be filed or commenced to enforce the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs, whether or not such dispute proceeds to judgment.

<u>X</u>		
_____	_____	_____
Print name clearly	Signature	Date

_____	_____	
Email address	Phone	

_____	_____	
Name of Organization/Team	Emergency Contact Name & Phone #	