



## MINOR PARTICIPANT WAIVER

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT

I the undersigned participant (hereinafter “you”, “I”, “me”, “my”, or “the participant”) in consideration for the right to participate in any activities, services, or events located at 1503 W. Altorfer Dr. Peoria, IL 61615 (“the premises”) which are operated by The Yard Peoria LLC, a Missouri limited liability company (“The Yard Peoria”), do agree to the following (“the agreement”):

#### **Notice, Disclosure, and Consent to Perform Transactions Electronically**

I hereby agree to the use of electronic documents and signatures in any and all transactions I enter into with The Yard Peoria, including this agreement, and that any electronic signature I provide will be legally binding as if I had signed a paper copy of any electronic document. Also, I acknowledge I have a right to receive a paper copy of this agreement, and can either print this document at my own cost or request a paper copy from The Yard Peoria at a reasonable expense to be determined by The Yard Peoria. At any time, I may withdraw my consent to conduct transactions electronically with The Yard Peoria by providing written notice to 1503 W. Altorfer Drive, Peoria, IL 61615, Attn. Facilities Manager. I acknowledge that I have been advised by The Yard Peoria that (i) there are no specific system requirements necessary to receive and open this document other than a personal computer or electronic device capable of accessing the Internet and sending and receiving e-mail and the ability to open PDF's via PDF Viewer or Adobe Acrobat. Should these system requirements change I will be notified at the e-mail address on file with The Yard Peoria and (ii) by providing my e-mail address I am affirming that I have access to the e-mail listed and can receive electronic communication sent to the address. In the event I change my e-mail address it is my responsibility to inform The Yard Peoria of such change.

#### **Assumption of Risk**

I understand that the activities I will partake in, or observe, while on the premises will include inherent risks that may be hazardous to my or other participants' health. These risks and hazards can include, but are not limited to, injuries resulting from participation in, and observation of, sporting games, events, training, and activities, which may result in falls or being struck by other participants, sporting equipment, or facility fixtures. Further risks include being struck or injured due to worn or defective fixtures, flooring, roofing, or other facility equipment. While on the premises I may be struck and injured by any errant balls or sporting equipment, whether thrown, misplaced, or displaced by intentional or negligent acts. Further, I understand that injury or death can result from errors in judgment, lack of training or information, or lack of supervision by me, other participants, coaches, staff, vendors, and anyone associated or affiliated with The Yard Peoria. Any of the above mentioned acts, errors, or omissions can result in injuries including but not limited to scrapes, cuts, bruises, sprains, strains, broken bones, concussion, head or brain injury, paralysis, or even death.

I am also aware that sporting activities carry with them inherent risks and an increased chance of harm to my body. This includes direct harm from participating in any sporting activity. I acknowledge that the activities I will partake in will be physically straining and can lead to injuries, including but not limited to, strains, sprains, scrapes, scratches, bruises, illnesses, rashes, broken bones, heat stroke, concussion, head or brain injury, paralysis, and even death. It is up to me to ensure that I am in proper physical shape and fitness to endure the physical stress that these activities place on my body. Any activity I take part in poses a risk to the health and well-being of me and all participants and I fully acknowledge and accept any and all risks, known or unknown, at the time of participation in any activity, interaction, or event while on The Yard Peoria's premises.

#### **Release of Liability and Waiver of Claims**

I acknowledge and agree that I will be engaging in activities on, in, and around the premises that involve risk of serious injury, including permanent disability or death, and severe social, economic losses, or property damage which might result not only from The Yard Peoria's own actions, inactions or negligence, but action, inaction or negligence of others, including the rules of play, the condition of the premises and facilities or of any equipment used, services rendered, activities performed, or supervision by employees or anyone associated with The Yard Peoria, and further, that there may be other unknown risks not reasonably foreseeable at this time. I assume all the foregoing risk, accept personal responsibility for the damages following such injury, permanent disability or death, and hereby release from liability and waive any and all claims I may incur against The Yard Peoria or anyone associated or affiliated with The Yard Peoria including, but not limited to, employees, agents, servants, owners, administrators, members, managers, or directors for any acts, omissions, or any cause whatsoever, including The Yard Peoria's, and any of the aforementioned parties, own negligence. Further, I agree that The Yard Peoria is not responsible for the acts, errors, omissions, negligence, reckless, or intentional acts of any other participants or patrons, including but not limited to, other athletes, customers, referees, coaches, parents, spectators, or visitors of its facilities or services, and release from liability and waive any claim against The Yard Peoria for any of the aforementioned acts or omissions involving any parties.

#### **Covenant not to Sue**

I will not sue The Yard Peoria or anyone associated with The Yard Peoria, including but not limited to its members, managers, officers, directors, employees, agents, guests, as well as any other released party listed within the agreement, for any injuries, illness, death, property damage, or any other relief that I may claim that arises out of any activity or event that occurs on the premises.

#### **Indemnification**

I agree to defend, protect, indemnify, and hold harmless The Yard Peoria and anyone associated with The Yard Peoria listed elsewhere in the agreement from and against any and all claims, suits, actions at law or in equity, including but not limited to any and all claims of negligence, for damages or other relief and against any liability of any nature, that may arise out of any event or activity that occurs while on the premises.

#### **Separability**

I acknowledge that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Illinois, and that this agreement shall be governed by and interpreted in accordance with the internal laws of the State of Illinois without regards to the law of conflicts. I agree that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement which shall continue to be enforceable.

#### **Attorney's Fees**

In the event of any litigation arising from or related to the enforcement of this agreement The Yard Peoria shall be entitled to recover from the participant/opposing party all reasonable costs incurred including staff time, court costs, attorney's fees, and all other related expenses incurred in such enforcement.



## MINOR PARTICIPANT WAIVER

### Acknowledgment

I acknowledge that I have read each and every one of the provisions in this agreement, that I understand each of the provisions therein and that I agree to be bound and abide by them.

### ASSUMPTION OF RISK ACKNOWLEDGMENT

I the undersigned minor participant (hereinafter “you”, “I”, “me”, “my”, or “the minor participant”), and parent or guardian of the undersigned participant, am assuming the risk of participating in, or observing, any activity, service, event, game, practice, or happening at the facility located at 1503 W. Altorfer Dr. Peoria, IL 61615 (“the premises”) which are operated by The Yard Peoria LLC, a Missouri limited liability company (“The Yard Peoria”), and do acknowledge the following (“Acknowledgment”):

### Notice, Disclosure, and Consent to Perform Transactions Electronically

I hereby agree to the use of electronic documents and signatures in any and all transactions I enter into with The Yard Peoria, including this agreement, and that any electronic signature I provide will be legally binding as if I had signed a paper copy of any electronic document. Also, I acknowledge I have a right to receive a paper copy of this agreement, and can either print this document at my own cost or request a paper copy from The Yard Peoria at a reasonable expense to be determined by The Yard Peoria. At any time, I may withdraw my consent to conduct transactions electronically with The Yard Peoria by providing written notice to 1503 W. Altorfer Drive, Peoria, IL 61615, Attn. Facilities Manager. I acknowledge that I have been advised by The Yard Peoria that (i) there are no specific system requirements necessary to receive and open this document other than a personal computer or electronic device capable of accessing the Internet and sending and receiving e-mail and the ability to open PDF’s via PDF Viewer or Adobe Acrobat. Should these system requirements change I will be notified at the e-mail address on file with The Yard Peoria and (ii) by providing my e-mail address I am affirming that I have access to the e-mail listed and can receive electronic communication sent to the address. In the event I change my e-mail address it is my responsibility to inform The Yard Peoria of such change.

### Assumption of Risk

I understand that the activities I will partake in, or observe, while on the premises will include inherent risks that may be hazardous to my or other participants’ health. These risks and hazards can include, but are not limited to, injuries resulting from participation in, and observation of, sporting games, events, training, and activities, which may result in falls or being struck by other participants, sporting equipment, or facility fixtures. Further risks include being struck or injured due to worn or defective fixtures, flooring, roofing, or other facility equipment. While on the premises I may be struck and injured by any errant balls or sporting equipment, whether thrown, misplaced, or displaced by intentional or negligent acts. Further, I understand that injury or death can result from errors in judgment, lack of training or information, or lack of supervision by me, other participants, coaches, staff, vendors, and anyone associated or affiliated with The Yard Peoria. Any of the above mentioned acts, errors, or omissions can result in injuries including but not limited to scrapes, cuts, bruises, sprains, strains, broken bones, concussion, head or brain injury, paralysis, or even death.

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Having read the above Acknowledgment, it is still my desire to participate in activities on the premises, and should I choose to participate in, or observe, any activities, I hereby further acknowledge that I do so with full knowledge and understanding of the risk of serious injury or death to which I am exposing myself. Wherefore I assume all risk, including but not limited to those discussed above, and whether known or unknown, that may result from any activity or observation I take part in while on the premises.

\_\_\_\_\_  
**Print Name of Minor Participant**

\_\_\_\_\_  
**Print Name of Parent/Guardian**

\_\_\_\_\_  
**Signature of Minor Participant**

\_\_\_\_\_  
**Signature of Parent/Guardian**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Address:** \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_

**City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Emergency Contact Phone:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_