

## Release and Waiver of Liability, Covenant Not to Sue, and Indemnification Agreement

I, the undersigned, ("PARTICIPANT") am participating in the ACE Foundation Dodgeball Tournament located at 1095 Fielders St., Henderson, NV 89011 ("PREMISES") and agree to the following:

**RELEASE AND WAIVER OF LIABILITY FOR NEGLIGENCE:** In consideration of permission to participate in the Ace Foundation Dodgeball Tournament, I, the PARTICIPANT, on behalf of myself, my heirs, my parents, my spouse (if married), my representatives, and my assigns (hereafter referred to as "Releasing Parties") do hereby release, waive, and discharge the ACE Foundation, my place of employment (limited to Academica Nevada, LLC, Doral Academy of Nevada, Mater Academy of Nevada, Pinecrest Academy of Nevada, SLAM Academy of Nevada, and Somerset Academy of Las Vegas), the PREMISES, its owners, directors, officers, affiliates, employees, volunteers, independent contractors, equipment providers, and agents (hereafter referred to as "Protected Parties") from liability from any and all claims arising from the ordinary negligence of the Protected Parties arising from participation in an activities at the PREMISES.

**COVENANT NOT TO SUE:** I, the PARTICIPANT, agree never to institute any suit or action at law or otherwise against any of the Protected Parties or to assist in the prosecution of any claim for damages or any cause of action which I may have by reason of injuries arising from any activities caused by or related to the ordinary negligence of any of the Protected Parties. I further expressly agree that my heirs, executors, administrators, personal representatives and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of the Protected Parties, nor shall they initiate or assist in the prosecution of any claim for damages or cause of action which they may have by reason of Injuries arising from any Activities at the PREMISES caused or related to the negligence of any of the Protected Parties.

**INDEMNIFICATION:** I, the PARTICIPANT, agree to hold harmless, defend, and indemnify Protected Parties (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses) from any and all claims of the Releasing Parties arising from my injury and/or loss due to the participation in activities at the PREMISES arising from the ordinary negligence of the Protected Parties.

I further agree to hold harmless, defend and indemnify the Protected Parties (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses) against any and all claims of co-participants, rescuers, and others arising from my conduct (or that of a minor) in the course of participation in activities at the PREMISES (including claims arising from the inherent risks of activities at the PREMISES and those arising from the ordinary negligence of the Protected Parties).

I, the PARTICIPANT, confirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire release agreement with Protected Parties and cannot be modified or changed in any way by representations or statements by any agent of the Protected Parties.

I further expressly agree that the foregoing Release and Waiver of Liability, Covenant Not to Sue, Assumption of Risk, and Indemnification Agreement are intended to be as broad and inclusive as is permitted by the laws of the State of Nevada and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I also understand that if any legal action is brought, the appropriate trial court for the County of Clark in the State of Nevada has the sole and exclusive jurisdiction and that only the substantive laws of the State of Nevada shall apply.

Name: \_\_\_\_\_

School \_\_\_\_\_

\_\_\_\_\_  
Signature of PARTICIPANT

\_\_\_\_\_  
Date