

WAIVER FOR NEXT LEVEL PERFORMANCE, LLC (NLP)

RECREATIONAL WAIVER. IMPORTANT: THE PARTY BELOW HAS READ THE FOLLOWING TERMS AND CONDITIONS, WHICH CONSTITUTE A LICENSE THAT COVERS THE PARTICIPANT'S ACTIVITY AND ANY TRANSACTIONS, THE CONSIDERATION OF WHICH, AND THE ADEQUACY OF CONSIDERATION THERETO, THAT THE PARTY HEREBY RESTATES AND ACKNOWLEDGES AS FOLLOWS:

a. *Inherent risks.* The athletic events, transactions, and or activities contain certain inherent risks; each person who participates in any of the events, transactions, and or activities accepts the dangers that are inherent thereto, including, but not limited to, athletic injuries. Neither NLP, nor sponsors, if any, will accept responsibility for injuries received while participating in said events, transactions, and or activities. Any and all risks, including, but not limited to, the aforementioned, are hereby expressly assumed and waived.

b. *Assumed risk.* Restated, ALL participants acknowledge, and hereby KNOWINGLY ASSUME, any and all risks associated with the activities and or transactions, including, but not limited to, high risk activities.

c. *Release and indemnification.* Participant agrees to release, defend, hold harmless and indemnify NLP, and all other sponsors, if any, and their affiliates, agents, servants, employees, assigns, successors and distributors from any and all liability for personal injury, including death, and property damage from any alleged NEGLIGENCE in the operation, maintenance or design of the activities.

d. *Medical care.* Participant agrees to assume liability for any and all medical costs incurred as a result of my participation in any event, transaction, or activity, including, but not limited to costs that are not covered by my insurance, such as: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services.

ACCEPTED AND AGREED:

Name _____ Sex _____ Birthdate ____ / ____ / ____

Address _____ State _____ Zip _____

Phone _____

E-mail _____

Participant Signature _____

Date _____

Parent Signature _____

(Parent or Guardian if under 18 years of age)

Date _____