

NEXGEN FIELDHOUSE LLC –

LIABILITY WAIVER, RELEASE, INDEMNIFICATION, & HOLD HARMLESS AGREEMENT

Participant Name: _____ Date of Birth: _____

Parent/Guardian (if minor): _____ Phone: _____

Address: _____ Email: _____

1. ASSUMPTION OF RISK

I understand and acknowledge that participation in activities at Nexgen Fieldhouse (“Facility”) involves inherent risks, including but not limited to physical exertion, slips, falls, collisions, impact from balls or equipment, and use of sports training areas. I voluntarily assume all risks, known and unknown, even if arising from the negligence of the Facility or its staff. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

2. RELEASE OF LIABILITY

I hereby release, waive, and forever discharge Nexgen Fieldhouse LLC, its owners, members, officers, employees, trainers, volunteers, and agents from all claims for injury, illness, property damage, or death arising from my presence or participation at the Facility, to the fullest extent permitted by Illinois law.

3. INDEMNIFICATION & HOLD HARMLESS

I agree to indemnify, defend, forever discharge and hold harmless the Released Parties from all claims, damages, liabilities, and expenses arising out of my actions, participation, or failure to follow rules. This includes claims involving minors under my supervision.

4. MEDICAL TREATMENT CONSENT

I authorize the Facility to obtain emergency medical care if necessary. I am responsible for all resulting costs.

5. COMPLIANCE WITH RULES

I agree to follow all Facility rules, guidelines, signage, and instructions from staff.

6. PHOTO & VIDEO RELEASE

I grant permission for Nexgen Fieldhouse LLC to use photos or videos of me (or my child) for marketing or promotional purposes.

7. PROPERTY DISCLAIMER

I acknowledge the Facility is not responsible for lost, stolen, or damaged personal property.

8. HEALTH & FITNESS ACKNOWLEDGMENT

I certify I am physically capable of participating in activities safely and agree not to participate if injured or ill. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in activities, or else I agree to bear the costs of such injury or damage myself.

9. PARENT/GUARDIAN CONSENT FOR MINORS

If the participant is a minor, I consent to their participation and agree to all terms on their behalf, including indemnification.

10. SEVERABILITY

If any portion of this agreement is found unenforceable, the remainder shall stay in effect.

11. GOVERNING LAW

This agreement is governed by Illinois law. In the event that I file a lawsuit, I agree to do so solely in the state where NEXGEN FIELDHOUSE LLC facility is located, and I further agree that the substantive law of that state shall apply.

12. ACKNOWLEDGMENT

I have read and voluntarily agree to the terms of this waiver and understand I am giving up legal rights. I expressly accept and assume all the risks inherent in activities or that might have been caused by the negligence of the Releasees. My participation in any activity is purely voluntary, and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

13. Facility Rental Disclaimer

By booking, renting, or using training space at Nexgen Fieldhouse (“Facility”), the undersigned coach, instructor, or team acknowledges and agrees to the above Liability Waiver for all participants. It is understood that the actions, conduct, participation, and Safety is the direct responsibility for each individual using Nexgen Fieldhouse. It is the undersigned responsibility to ensure that all participants have read and signed this Liability waiver prior to use of the facility and adhere to all facility rules.

Participant Signature: _____ Date: _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT

(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor’s names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____