**The Above the RIM Sports Complex**

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **311 Winnacunnett Road**

 **Hampton NH 03842**

 **WWW.therimsports.com**

**WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT**

Above the RIM Sports Complex LLC, doing business as the RIM **(the RIM)**, is a sports performance, facility rentals, indoor sports leagues and personal training facility located at 311 Winnacunnett Rd, Hampton NH 03842 (“**the RIM**”).

I am executing this **Waiver of Liability, Release, Assumption of Risk and Indemnification Agreement** (“Agreement”) in order to induce **the RIM** to permit Participant’s use of said facilities and equipment, and participation in said programs and activities; and in consideration for **the RIM** permission for Participant to use **the RIM**’s sports performance and personal training facilities and equipment and to participate in **the RIM**’s athletic programs and activities; and, intending to legally bind myself, Participant, and any other parent or legal guardian of Participant and our heirs, executors, personal representatives, assigns and estates, and I hereby acknowledge, warrant and agree to the following:

**1. Authority and Permission.** As the parent or legal guardian of Participant, I have the authority to execute this Agreement on his/her behalf, and on behalf of any other parent or legal guardian of Participant, and I hereby grant my permission for Participant to use **the RIM’s** sports performance and personal training facilities and equipment (“the RIM”), and to participate in **the RIM’s** athletic programs and activities (“the RIM Activities”).

**2. Health of Participant.** I hereby warrant and covenant that Participant has had a physical examination within the past year, and that (a) he/she is physically fit and able to participate in **the RIM**’s Activities and to use **the RIM**’s Facilities; (b) he/she suffers from no medical condition or illness that may hinder, impede, interfere with or adversely affect his/her ability to participate in **the RIM**’ Activities or to use **the RIM**’s Facilities; and (c) he/she suffers from no medical condition or illness that may be exacerbated, aggravated, triggered, or otherwise affected, by his/her participation in **the RIM**’s Activities or use of **the RIM**’s Facilities.

**3. Acknowledgement of Risk.**On behalf of myself, Participant, and any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge that:

(a) Participant’s use of **the RIM**’s Facilities and participation in **the RIM**’s Activities creates a potentially dangerous situation in which my child’s property is at risk for damage, and my child is at risk for serious emotional and physical or bodily injury, including the potential for broken bones, severe injuries to the head, neck and back, partial or permanent disability, temporary or permanent paralysis, and death (“Risks”), despite measures to reduce, minimize or eliminate these Risks;

(b) The Risks associated with Participant’s use of **the RIM**’s Facility and participation in **the RIM**’s Activities may be due to, among other things: (i) Participant’s use of **the RIM**’s Facility and participation in **the RIM**’s Activities; (ii) another person’s use of **the RIM**’s Facility and participation in **the RIM**’s Activities, including **the RIM**’s employees or agents; (iii) Participant’s health or medical condition, which may be exacerbated, aggravated, triggered, or otherwise affected, by his/her use of **the RIM**’s Facility and participation in **the RIM**’s Activities; (iv) the maintenance, inspection, repair, supervision or control of **the RIM**’s sports performance and personal training facility and equipment, or the failure to maintain, inspect, repair, supervise or control **the RIM**’s sports performance and personal training facility and equipment; (v) any latent or apparent defects or conditions in any equipment used at the **the RIM** Facility, or in the **the RIM** Facility; (vi) the failure to warn of a dangerous condition existing at the **the RIM** Facility, or associated

**Cancellation Policy:**

We must receive an email before renewal of your contract by emailing us at info@therimsports.com. You will then receive confirmation.

**Open Gym Time:**

Open Gym Times can always be found on our website- [www.therimsports.com](http://www.therimsports.com)

**HOW DID YOU HEAR ABOUT US?**

WEBSITE – O | E-MAIL – O | LOCAL PAPER – O | FRIEND – O | RIM STAFF – O | OTHER - O