

THE WAREHOUSE
536 Jefferson St. Topeka, KS 66607

ASSUMPTION OF RISK, WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

Each participant must fill out this form. All forms should be turned in to The Warehouse training facility before or upon arrival.

The undersigned wishes to participate in sports activities available to participants at The Warehouse training facility (hereafter, "The Warehouse"). The Warehouse includes the indoor training building and the outdoor training field located together at 536 SE Jefferson Street, Topeka KS 66607. I am aware that activities offered at The Warehouse are strenuous athletic activities that may be hazardous. I understand and acknowledge that all sports activities, including those offered at The Warehouse, involve risk of personal injury and even death, and that people who have had injuries in past, whether sports related or not, may be at an increased risk of future injury. I am aware that by participating in the activities offered at The Warehouse, I am taking the risk that I may be injured. I am signing this either as a participant or on behalf of my child for whom I am a parent, grandparent, legal guardian or responsible party.

I acknowledge that it is solely my responsibility (or the responsibility of my parent or legal guardian) to determine, based on my age, health, physical condition and level of athletic experience, what activities at The Warehouse are appropriate for me, and that it is solely my (or my parent or legal guardian's) responsibility to restrict my activities to those which are appropriate for me.

As a condition of my participating in the activities offered at The Warehouse, I expressly assume, to the extent allowed by law, any and all risks of injury or death arising from/or relating to my activities at The Warehouse, and I waive and release any and all actions, claims, suits or demands of any kind or nature whatsoever against Warehouse 536, LLC, James W. Parrish, Lloyd Murphy, Jefferson Street Hotel Partners, LLC and any and all of their affiliates, contractors, vendors, officers, agents, sponsors, volunteers or representatives, arising from or relating in any way to my (or my child's) participation in the activities offered at The Warehouse. I understand that this Assumption of Risk, Waiver, Release and Indemnification Agreement means, among other things, that if I am injured or if I die as a result of my participation in any of the activities offered at The Warehouse, neither I nor any member of my family (including my heirs) cannot under any circumstances sue Warehouse 536, LLC, James W. Parrish, Lloyd Murphy or Jefferson Street Hotel Partners, LLC or any of their affiliates, contractors, vendors, officers, agents, sponsors, volunteers or representatives for damages related to or caused by my injuries or death.

I agree to indemnify Warehouse 536, LLC, James W. Parrish, Lloyd Murphy, Jefferson Street Hotel Partners, LLC and any and all of their affiliates, contractors, vendors, officers, agents, sponsors, volunteers or representatives, and any of their subrogees in the event of any loss, damage or claim against any of them, arising from or relating in any way to my participation in any of the activities offered The Warehouse.

I understand and acknowledge that I would not have been permitted to participate in any of the activities offered at The Warehouse had I not executed this Assumption of Risk, Waiver, Release and Indemnification Agreement. I have read this Assumption of Risk, Waiver, Release and Indemnification Agreement, have asked and received answers to any questions concerning its meaning, and I execute it freely, with a full and complete and understanding of its legal effect and of the fact that it affects my legal rights.

_____	_____	_____	_____	_____
Printed Name of Participant	Signature of Participant	Date	Date of Birth	Age

FOR PARTICIPANTS UNDER THE AGE OF EIGHTEEN

I am the **parent** or **legal guardian** of the child whose name and signature appear above. I have read and understand this Assumption of Risk, Waiver, Release and Indemnification Agreement, and consent, on behalf of the child named above, to these terms.

_____	_____	_____
Printed Name of Parent / Legal Guardian	Signature of Parent / Legal Guardian	Date

_____	_____	_____
Home Phone	Work Phone	Mobile Phone