

LIABILITY WAIVER AND ASSUMPTION OF RISK

1. ASSUMPTION OF RISKS. I understand that Storm Water Polo activities (Activities) all inherently involve risks and potential dangers, and recognize the Activities may result in accident, loss, damage, or physical injury ranging from hurt feelings, destruction of personal property, cuts, scrapes, bruises, burns, sprains, strains, pulls and/or broken bones to brain damage, paralysis or death. I am not relying on the Storm Water Polo Club (Club) to provide a list of all the possible risks and dangers that could potentially affect my Child, either in this Waiver or at any time, now or in the future. I hereby agree on behalf of myself and my Child to ASSUME ALL RISKS OF ANY NATURE FOR ANY DEATH, INJURY, OR OTHER DAMAGES to my Child, his/her property, or the property of others which may in any way, whether foreseeable or not, arise out of the Activities and/or from the actions – specifically including negligent acts or omissions – of all persons involved either directly or indirectly in the Activities.

2. Recreational Activities: I affirm that, while dangerous and risky, the Activities are not ultrahazardous activities, nor are they activities that serve the public good or are in the public's interest. They are recreational activities in which my Child is voluntarily participating.

3. Liability waiver, release, covenant not to sue. As consideration for the Club allowing my child to engage in any or all of the activities, now or in the future, I intentionally and knowingly waive and release any and all claims, injuries, damages, and rights that my child may have or that I may have, personally or on my child's behalf, now or in the future, against the Club relating to my child's participation in the activities, including but not limited to claims, injuries, damages and rights resulting from the negligence (active or passive) or other fault of the club to the fullest extent allowed by law. I agree on behalf of my child and myself not to sue the club based on such claims, injuries, damages and rights. I understand the term "damages" includes, for example, medical expenses, losses and expenses due to bodily injuries or property damages, and/or personal property damages, and the term "negligence" means the failure to do an act which a reasonably careful person would do, or the doing of an act which a reasonably careful person would not do, under the same or similar circumstances, to protect others from accident, injury, or death. This waiver does not include claims based on gross negligence or willful and wanton misconduct.

4. Indemnity. I agree to defend, indemnify, and hold harmless the Club for any and all claims, damages, costs, or expenses arising from my Child's participation in the Activities. This indemnification shall include reimbursement of the Club's attorneys fees.

5. Miscellaneous. If any provision is held to be invalid, illegal or unenforceable under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, and such provision will be reformed and enforced to the maximum extent permitted by law. This Waiver is the complete agreement related to the subject matter hereof and supersedes any prior understandings, agreements or representations, written or oral, which may have related to the subject matter hereof. This Waiver may not be waived, amended, or terminated except by obtaining the prior written consent of the Club and myself. This Waiver shall be governed by the laws of the State of Colorado without giving effect to any choice of law or conflict of law provision.

6. Representations. I represent that:

- A. I am at least 18 years old and am the parent or legal guardian of each child participating in Storm Water Polo activities;
- B. I understand I am giving up important legal rights on behalf of my child and myself, and it is my intention to do so freely and voluntarily, without coercion or duress of any type;
- C. I understand I may seek advice of independent legal counsel at my expense before agreeing to this waiver;
- D. I understand that even though I am signing this waiver today, I am giving up any and all rights to sue today and at all times in the future and any and all rights my child may have to sue today and at all times in the future;
- E. I have read this entire waiver, and I fully understand it; and
- F. The information I have provided in this waiver is true and accurate.

AUDIO, VIDEO, PHOTO RELEASE WAIVER (for using photos (e.g., website, promotional materials, newsletters, media, etc.) taken at tournaments and other events.

I hereby grant permission for Storm Water Polo, its affiliates, subsidiaries, employees, successors and/or anyone acting with its authority, to take and use still photographs, motion picture, video, and sound recordings or testimonials of my child taken at any Club clinic, practice, game or any other Club event. I hereby waive any right to inspect or approve of the photographs, electronic matter, and/or finished products that may be used in conjunction with them now or in the future. I hereby grant all right, title and interest I may now have in the photographs, electronic matter, and/or finished products to the Club its affiliates, subsidiaries, successors and employees, and/or anyone acting with its authority, and hereby waive any right to royalties or other compensation arising from or related to the use of the photographs, electronic matter, and/or finished matter. I hereby irrevocably authorize the Club its affiliates, subsidiaries, successors and employees, and/or anyone acting with its authority to copyright, use, reproduce, exhibit, broadcast, publish, or distribute, any and all such images for purposes of publicizing the Club or for any other lawful purpose. I hereby hold harmless, release and forever discharge the Club its affiliates, subsidiaries, successors and employees, anyone acting with its authority, and the officers, directors, shareholders, employees, agents or representatives of each of the foregoing, from all claims, demands and causes of action which I, my heirs, representatives, executors, administrators or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. I have had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, understand them fully, and agree to this release and waiver.