

The Nest Tavern

(TNT) Volleyball

Release and Waiver of Liability and Indemnity Agreement

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of TNT for any purpose, including but not limited to observation or use of facilities and equipment, or participation in any off-site program affiliated with TNT, the undersigned, for him or herself and any personal representatives, heirs and next of kin, hereby acknowledges, agrees and presents that he or she has or immediately upon entering or participating will, inspect and carefully consider such premises and facilities of the affiliated program. It is further warranted that such entry into TNT for observation of use of any facilities or equipment or participation in such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER TNT FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF THE FACILITIES AND EQUIPMENT OR PARTICIPATION IN ANY OF THE OFF-SITE PROGRAM AFFILIATED WITH TNT. THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1) THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE TNT it's directors, officers employees and agents (hereinafter referred to as "Releasees") from all liability to the undersigned, his personal representatives, assigns, heirs and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person of property or resulting in death of the undersigned, whether caused by the negligence of the releases, or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with TNT.

2) THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them for any loss, liability, damage or cost they incur due to the presence of the undersigned in, upon or about TNT premises or in any way observing of using any facilities or equipment of TNT or participating in any program affiliated with TNT whether caused by negligence of the releases or otherwise.

3) THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of release or otherwise while in, about or upon the premises of TNT and/or while using the premises or any facilities of equipment thereon or participating in any program affiliated with TNT.

4) THE UNDERSIGNED HEARBY AGREES TO TNT AND NYS REGULATIONS that no outside alcohol is permitted on the premises as well as anyone under the legal age of twenty-one is not permitted to be served alcohol or consume alcohol on TNT property.

THE UNDERSIGNED further expressly agrees that the forgoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of New York and that if any portion thereof is held invalid, it is agreed the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the forgoing written agreement have been made.

I HAVE READ THIS RELEASE

SIGNATURE _____

DATE _____

PRINT _____

TEAM NAME _____