

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in volleyball and other sporting events, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence; New Berlin Ale House, New Berlin Bowl, New Berlin Volleyball, New Berlin Banquet Center, Bluemound Lanes Inc., Bluemound Land Holdings and its owners, director, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (here in after collectively referred to as "Releasees"), on behalf of myself, my children, spouse or domestic partner, parents, heirs, assigns, personal representatives and estate, and also agree as follows:

1. I acknowledge that volleyball involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to physical actions of myself or other players and/or spectators before, during or after participation that might result in injury; medical conditions resulting from physical activity; and damaged property. I understand such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this 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.
3. I also fully understand that playing volleyball and/or other sporting events under the influence of alcohol and/or drugs is inherently dangerous. In addition to the foregoing I also understand that if I purchase and/or consume alcohol before or during participating in volleyball and/or other sporting events and/or I am under the influence of alcohol or drugs before or during participating in volleyball and/or other sporting events I waive, release and discharge any and all claims or liabilities that result from my actions, the actions of others, and liabilities arising from negligence against the Releasees and their insurance companies.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume- and bear the costs of- all risks that may be created, directly or indirectly, by any such condition.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might now be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and I agree that the opportunity to participate at the stated cost in return for the execution of this release is reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Date _____