



DCHL LEAGUES WAIVER

DISCLAIMER - This waiver does not necessarily require a signature in order for it to be in effect. By engaging in any activity associated with DCHL Leagues (as defined below), you are agreeing to the terms of this waiver in defacto and to ensure that you have provided DCHL Leagues with your most current contact information. HOWEVER, a signature (written or electronic) will be required for continual participation.

Waiver: In completing this waiver form, I release Sudhir Chand, E&B Enterprises, LLC, ISC Newco, LLC, and Michael and Son Sportsplex at Rockville and all of their agents, employees, independent contractors, equipment suppliers, members, volunteers and admin (hereafter collectively referred to as DCHL Leagues) from any claims or responsibility for injuries suffered in any activities or events conducted by DCHL Leagues, whether occurring within or outside of the facility. I knowingly assume all risks associated with participation, even if arising from negligence of the participants or others, and assume full responsibility for my (or my child's) participation today and on all future dates.

Certification: I, the participant/parent, certify that I am, or my child is, in good physical condition and can participate in sports and related activities, and I further agree and warrant that at any time I believe conditions to be unsafe, I will immediately discontinue further participation for myself or my child in the activity. If an emergency arises, I authorize the DCHL Leagues staff to request and/or administer medical treatment to myself, or my child, if necessary.

Assumption of inherent risks: I, the adult participant, or minor participant and parent(s) or guardian(s) (hereafter referred to as participant/parent), understand that all activities of DCHL Leagues include inherent risks that cannot be totally eliminated regardless of the care taken by DCHL Leagues. I, the participant/parent know, understand, and appreciate the types of injuries inherent in DCHL Leagues activities, and hereby knowingly assume all inherent risks of the activities. Furthermore, as a participant/parent, on behalf of myself, my spouse, heirs, personal representatives, and assigns (releasing parties) do hereby waive, release, discharge and covenant not to sue DCHL Leagues for alleged liability from any and all claims arising from the ordinary negligence of the protected parties.

Scope: This agreement applies to personal injury, including death, from incidents or illnesses arising from participation in DCHL Leagues activities including, but not limited to recreational, practice, or competitive activity; events; organized or individual training and conditioning activities; tests; classes and instruction; individual use of facilities, equipment, locker room areas, and all premises, or attendance at such activities whether or not as a participant, including the associated sidewalks and parking lots, and to any and all claims resulting from the damage to, loss of, or theft of property (?the inclusive activities?).

Indemnification: I, the participant/parent, also agree to hold harmless, defend, and indemnify DCHL Leagues that is, defend and pay any costs, including damages awarded, investigation costs, attorneys' fees, and related expenses from any and all claims arising from my or my child's participation in the inclusive activities. I, the participant/parent, further agree to hold harmless, defend, and indemnify the DCHL Leagues against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant in the inclusive activities.

Clarifying Clauses: I, the participant/parent, confirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement between the DCHL Leagues and myself regarding waiver and acceptance of risk, and cannot be modified or changed in any way by representations or statements by any agent or employee of the DCHL Leagues. I, the participant/parent, understand the foregoing assumption of risk, waiver of liability, and indemnification agreement is intended to be as broad and inclusive as permitted by the laws of the State of Maryland, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect, and if legal action is brought, the appropriate trial court for the County of Montgomery in the State of Maryland has the sole and exclusive jurisdiction and that only the substantive laws of the State of Maryland shall apply.

Acknowledgement and Understanding: I, the participant/parent, have read and understand this agreement. I understand that I am giving up substantial rights, including the right of the participant/child to sue for damages in the event of death, injury, or loss. I acknowledge that by willingly participating in any DCHL Leagues activities I am in de facto voluntarily signing the agreement, and intend my participation to be a complete release of all liability, including that due to ordinary negligence by the protected parties, to the greatest extent allowed by the laws of the State of Maryland.

FULL NAME: _____

CURRNT EMAIL ADDRESS: _____

BIRTH DATE: _____

CONTACT NUMBER: _____

SIGNATURE: _____

DATE: _____