

**BELLEVUE REDMOND INDOOR CRICKET CENTER (BRICC), ASDARR LLC & TOTALLYIN2CRICKET  
PARTICIPATION AGREEMENT / WAIVER & RELEASE OF LIABILITY  
PLEASE READ CAREFULLY BEFORE SIGNING**

This Participation Agreement and Waiver and Release of Liability is entered into between the undersigned "Participant" and Bellevue Redmond Indoor Cricket Center (BRICC), ASDARR LLC & TotallyIn2Cricket, its members, officers, employees, directors, volunteers, agents, contractors, contracted entities and assigns hereinafter referred to as "Bellevue Redmond Indoor Cricket Center (BRICC), ASDARR LLC & TotallyIn2Cricket" or collectively as "Releasees".

In consideration for the privilege of participation of the Participant with the "Bellevue Redmond Indoor Cricket Center (BRICC), ASDARR LLC & TotallyIn2Cricket", Participant acknowledges and agrees as follows:

1. Participation in the Activities of "Bellevue Redmond Indoor Cricket Center (BRICC), ASDARR LLC & TotallyIn2Cricket", including but not limited to warm-up, training, practice, games, clinics, travel and social events (referred to herein as the "Activities"), includes participation in a full-contact sport, requires good health and fitness and can be HAZARDOUS AND PRESENT A DANGER TO PARTICIPANT. Participant believes he/she is qualified to participate in Activities, and if at any time the Participant believes conditions to be unsafe, he/she will immediately discontinue further participation in the Activities.

\_\_\_\_\_ INITIAL HERE

2. Participation in the Activities exposes the Participant to certain risks including but not limited to RISK OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH. Risks may arise out of contact and/or participation with other participants, spectators, equipment, field, facility and/or fixed objects; falls, collisions, rough play, and other mishaps; exposure to adverse weather conditions and/or high altitude, flaws and defects in equipment and facilities; irregular field conditions; and negligent field maintenance, negligent officiating, negligent coaching and negligent participation. Risks may be caused by the Participants own actions, or inaction, the action or inaction of other participants, the conditions of the facilities in which the Activities take place, and /or THE NEGLIGENCE OF THE "RELEASEES". Some risks cannot be predicted nor controlled. There may be other risks and social and economic losses either known to me or not known to me or not readily foreseeable at this time.

\_\_\_\_\_ INITIAL HERE

3. Assumption of Risks: I CONSENT TO PARTICIPATION IN THE ACTIVITIES SNF FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES incurred as a result of such participation.

\_\_\_\_\_ INITIAL HERE

4. Waiver and Release of Liability. In consideration for the privilege of the Participant's participation in the Activities, the undersigned hereby RELEASE< DISCHARGE, COVENANTS NOT TO SUE, AND AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEES from any and all liability, demands, losses, medical expenses, lost opportunities, damages or attorney's fees and costs stemming from any or all claims for negligence, expressed or implied warranty, contribution or indemnity, and/or claims of negligent rescue operations, first aid, and emergency care, to the broadest extent permitted by applicable law suffered by the Participant incurred on his/her account with respect to the Participant's personal injury and other injury or harm, disability, and/or death, or property damage, arising directly or indirectly from the Participant's participation in the Activities, as caused or alleged to be caused in whole or in part by the Releasees or any of them, and further agrees that if, despite this release, the Participant or any other person makes a claim on the Participant's behalf against any of the Releasees.

THE UNDERSIGNED WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS THAT MAY INCUR AS A RESULT OF ANY SUCH CLAIM, WHEATHER ASSERTED BY THE UNDERSIGNED, THE PARTICIPANT, OR ANOTHER PERSON.

\_\_\_\_\_ INITIAL HERE

5. Governing Law, Venue and Jurisdiction: The undersigned understands and agrees that this document is intended to be as broad and inclusive as permitted under applicable law and shall be governed by the Washington State Law. In the event of a dispute, the exclusive venue and jurisdiction for any lawsuit arising out of such dispute shall be the Superior Court of King County, Washington.

\_\_\_\_\_ INITIAL HERE

6. Severability: If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document has been executed with the invalid provision eliminated.

\_\_\_\_\_ INITIAL HERE

7. The terms hereof are contractual in nature, are supported by good and valuable consideration, the sufficiency of which is hereby acknowledged, and not a mere recital.

8. The undersigned has had the opportunity to read and review this document and to negotiate any terms herein that it finds objectionable.

THE UNDERSIGNED PARTICIPANT HEREBY CERTIFIES THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS. THAT PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT. I AM AWARE, BY SIGNING THIS AGREEMENT I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN RIGHTS THAT I AND EACH OF MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDINAS, CONSERVATORS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS MAY HAVE AGAINST RELEASEES.

\_\_\_\_\_  
Signature Printed Name Date Witness Printed Name

**RULES ACKNOWLEDGEMENT**

1. I understand and agree to abide by all "Bellevue Redmond Indoor Cricket Center (BRICC), ASDARR LLC & TotallyIn2Cricket", local, regional and national league rules and regulations, including the arbitration procedures therein, for any dispute regarding my eligibility or right to participate in, "Bellevue Redmond Indoor Cricket Center (BRICC), ASDARR LLC & TotallyIn2Cricket", sponsored and sanctioned activities and events, as set forth in the Constitution and Bylaws of the local, regional and national leagues, as they are amended on a periodic basis, which I understand are available.

2. I affirm that I am not suspended or banned from play or participation by any team, club, local league, regional or the national body, and I authorize "Bellevue Redmond Indoor Cricket Center (BRICC), ASDARR LLC & TotallyIn2Cricket", to verify my status with appropriate agencies.

3. I am aware that "Bellevue Redmond Indoor Cricket Center (BRICC), ASDARR LLC & TotallyIn2Cricket", has the right to revoke my eligibility to play, coach or participate in any "Bellevue Redmond Indoor Cricket Center (BRICC), ASDARR LLC & TotallyIn2Cricket" activity, in the event of any violation of the aforementioned statement.

I HAVE READ THIS ACKNOWLEDGEMENT AND FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT FREELY AND VOLUNTARILY AND WITHOUT ANY WRONGFUL PRESSURE OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL AGREEMENT. I AFFIRM THAT I AM 18 YEARS OF AGE OR OLDER.

\_\_\_\_\_  
Participant Signature Printed Name Date

If the participant is 18 years of age or less then I acknowledge that I am the legal guardian and agree to all the contents of this agreement.

\_\_\_\_\_  
MINOR NAME RELATIONSHIP Minor Date of Birth

\_\_\_\_\_  
Guardian Signature Printed Name Date