

## **AGREEMENT OF FITNESS TO PARTICIPATE**

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that the Knockerball Customer Release of Liability, Assumption of Risk and Indemnification And Hold Harmless Agreement and Agreement of Fitness to Participate will be used by Knockerball Kokomo, LLC (hereinafter, "Knockerball"), event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

I acknowledge that Knockerball and their directors, officers, employees, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people

including, but not limited to, participants, volunteers, monitors, and/or producers of the activity.

These risks are not only inherent to participants, but are also present for volunteers or employees/

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

The Agreement of Fitness to Participate shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**UNDERSTANDING THAT THERE EXIST KNOWN AND UNKNOWN DANGERS OF SERIOUS INJURY AND DEATH ASSOCIATED WITH THE ACTIVITIES PROVIDED BY KNOCKERBALL, SOME OF WHICH ARE REFERENCED ABOVE, I CHOOSE TO PARTICIPATE IN ALL ACTIVITIES OFFERED OR PROVIDED BY KNOCKERBALL AND/OR TO ALLOW MY MINOR CHILD, WARD OR OTHER PERSONS UNDER MY CARE TO PARTICIPATE IN ALL KNOCKERBALL ACTIVITIES OFFERED OR PROVIDED BY KNOCKERBALL AT MY OWN RISK PURSUANT TO THE TERMS OF THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AND HOLD HARMLESS AGREEMENT.**

**Signature:** \_\_\_\_\_

**Print Name of Participant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**IF PARTICIPANT IS A MINOR:**

**Signature of Parent or Legal Guardian:** \_\_\_\_\_

**Print Name of Parent or Legal Guardian:** \_\_\_\_\_

**Date:** \_\_\_\_\_