



RAYYAN CENTER

faith ★ community ★ service

Rayyan Center Release, Waiver and Indemnity Agreement (“Release”)

In consideration of being permitted to use the Rayyan Center (“RC”) gymnasium, facilities and property located at 46441 Five Mile Road, Plymouth, Michigan 48170 (“Facility”), the Participant, his/her personal representatives, heirs and/or next of kin (“Participant”) agrees to the following:

The Participant understands and agrees that there are some inherent risks associated with the use of the Facility to partake in and/or observe contact sports (“Activity”), including, but not limited to: economic damage to property, equipment and materials; physical and/or psychological injury, pain, suffering and/or illness; disfigurement; temporary and/or permanent disability; and even loss of life (“Damage”). The Participant **ASSUMES FULL RESPONSIBILITY** and **RISK** for such Damage resulting from and arising out of the acts, omissions, recklessness and/or negligence by RC, its Board of Trustees, Board of Directors, officers, Facilities Manager, agents, employees and/or volunteers, (“Releasees”), the Participant and any other participants and/or observers.

The Participant **RELEASES** and **WAIVES** all claims for liability against Releasees, whether or not caused by the reckless and/or negligent acts and/or omissions of Releasees, in connection with the Participant’s use of the Facility.

The Participant will **INDEMNIFY** and **HOLD HARMLESS** the Releasees from any loss, liability, damage, pain, suffering, injury, and/or death, including attorney’s fees, arising out of, and in any connection with, the Participant’s and his/her accompanying guest’s, use of the Facility, whether such loss, liability, damage, pain, suffering, injury and/or death arises, in whole or in part, from Releasees' recklessness and/or negligence or otherwise.

The Participant certifies that (s)he is a member of the sports league, team, association and/or organization as specified below (“Sports League”) and will only partake in the Activity in connection with such Sports League. (S)he will also comply with any and all of RC’s terms and conditions, including, but not limited to: being physically capable of partaking in the Activity, and not consuming and being free from the influence of alcohol, prohibited substances and/or judgment-impairing medications. If Participant observes, realizes or perceives any hazard and/or risk during his/her participation in the Activity, (s)he will remove him/herself immediately from the Activity and will bring that hazard and/or risk to the attention of the RC.

The Participant understands and agrees that this Release will be effective on the date indicated below and will continue to apply to the Activity for a period of one (1) year from the participation start date. Furthermore, this Release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan and that if any portion thereof is held invalid, illegal or unenforceable, in whole or in part, the validity of any other terms of this Release will not in any way be impaired.

By signing this Release, I -----
(Parent or Guardian's Full Name) hereby acknowledge, agree and represent that I am of lawful age, am legally competent to sign this Release, have read this document thoroughly and am signing it freely and not based on any oral or written statements/representations of RC. I understand the legal consequences of signing this document, including, but not limited to: (1) releasing RC from all liability, (2) waiving my right to sue RC and (3) assuming all risks of my participation in this Activity.

Participant/Child’s Full Name: _____

Parent or Guardian’s Signature: _____ Date: _____

Activity or sport’s league: _____