WAIVER, RELEASE, AND COVENANT NOT TO SUE
RELATING TO PARTICIPATION AT THE
Donnes Family LLC Property and Valor LLC owned and operated Facility

One form for each participant **--** ***Must be signed by all participants***

Name of Participant: _____

If Participant is less than 18 years old at time of participation, age of Participant: _____.

If Participant less than 18 years old, then write the printed name of parent or legal guardian:

_____ Emergency Contact Telephone Number:_____

I acknowledge that I (or the minor child I am responsible for) voluntarily agree to participate in the following activities at the Donnes Family LLC Property and Valor LLC Facility located at 6849 US HWY 312, Billings, MT 59105 that include, but are not limited to:

- General use of the facility property both indoor and outdoor;
- Adult supervised basketball and other indoor sport activities;
- Use of the viewing area, and restrooms;
- Ingress and egress to the Valor LLC owned and operated Facility;
- Ingress and egress via the Donnes Family LLC Property to the Valor LLC owned and operated Facility.
- Basketball, Gym equipment, open gym

1. I ACKNOWLEDGE THAT THE ABOVE ACTIVITIES CAN BE DANGEROUS, AND THAT I, OR MY MINOR CHILD COULD BE INJURED, MAIMED, OR KILLED BY ENGAGING IN THE ABOVE ACTIVITIES.
2. I understand that I will be solely responsible for my (and my minor child's) actions, conduct and safety as a participant during the activities, including following all rules, regulations, and instructions.

3. I understand that there are certain risks inherent in participation in the activities listed above and activities incidental or related to the listed activities.

4. I understand and agree that my minor child(ren) who is/are the subject of this release shall not be in the facility or on the facility grounds without adult supervision. It is my responsibility as their parent or guardian to assure that they are not on the property without an adult present.

5. I knowingly and voluntarily assume the risk of injury, illness, death, property damage and loss, or other harm due to any act, event, or omission related to my (or my minor child's) participation.

6. I understand that participation is entirely voluntary. My child is free to leave any activity at the facility at any time.

7. I understand that if I, or my minor child, decide to leave any activity then I, *or my minor child*, must leave the facility. I, *or my minor child*, cannot remain in the facility without permission.

8. I understand that there will be no loitering at the facility and upon completion of the activity, Participant shall leave the facility and property.

9. I also understand that should any person in charge of the facility or directing an activity in the facility instruct me or my minor child to leave, then I, or my minor child shall leave the facility immediately.

10. I understand that if I, or on behalf of my minor child, give notice to revoke this release, or otherwise revoke this release than I, and/or my minor child, can no longer come into the facility or come on the grounds surrounding the facility; and to do so would be as a trespasser.

11. I release, discharge, covenant not to sue and indemnify, hold harmless, and absolve Valor LLC and/or Donnes Family LLC, and its agents, employees, volunteers, and officers from and against any and all injuries, property damage, or any loss, damages, or expenses by or on behalf of the participant arising from or in any manner related to the activities I agree to engage in.

12. This release is valid for one year from the date of execution of this release or until revoked by me on behalf of myself, or my minor child. I agree that when this release expires or is revoked by me, then it is my responsibility to execute a new release before entering upon the grounds or facility again.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT INCLUDES A WAIVER OR

LIABILITY AND RELEASE, AN ASSUMPTION OF THE RISK, AND AGREEMENT BY ME TO INDEMNIFY AND I SIGN IT OF MY FREE *WILL* AND CHOICE.

_____ _____

Participant printed name and signature: Date:

_____ _____

Printed name and signature of Parent or Date:

legal guardian of Minor Participant (if applicable):

I, the representative of Valor, LLC, have approved this release and prior to approval discussed it with the Participant or their Parent/Legal guardian to verify that they understand the release they are signing and have been instructed that should they have any questions about it, then they should not sign it without discussing it with an attorney. I have also explained to them that neither they, nor their minor child(ren) can use the facility, nor be present in the facility or on the facility grounds, without signing this release.

_____ _____

Donnes Family LLC & Valor LLC Representative Date: