



# UNITED HEROES LEAGUE

## MEDIA RELEASE, RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION, AND ARBITRATION AGREEMENT

**Notice** – By signing this document you may be waiving certain legal rights, including the right to sue.

### Release and Waiver of Claims; Indemnification Agreement

In consideration of being allowed to participate in the United Heroes League Confidence Course or other programs (“Programs”) with United Heroes League (“Nonprofit”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor child, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Nonprofit arising out of the Participant’s participation in the Programs and/or the use of any equipment provided by the Nonprofit or its Program partners. The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Nonprofit, its Governors, affiliates, operators, employees, agents, and/or officers. Furthermore I understand that United Heroes League and its partners reserve the right to use any pictures or videos taken during any programs for advertising and promotional purposes.
- 2) **TO ASSUME ALL RISKS** of participating in Programs, even those caused by the negligent acts or conduct of the Nonprofit, its Governors, affiliates, operators, employees, agents, and/or officers. The Participant and his/her Parents or legal guardian(s) understand that the risks of participating in Programs may be have both foreseen and unforeseen risks that include serious physical injury and/or death;
- 3) **TO RELEASE** the Nonprofit, its Governors, affiliates, operators, employees, agents, and/or officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs;
- 4) **TO CONSENT AND AUTHORIZE** the Nonprofit, its Governors, affiliates, operators, employees, agents, and/or officers to obtain emergency medical treatment for me if I am injured during my participation in Programs. I agree that I will be responsible for any medical costs incurred with respect to such emergency medical treatment; and
- 5) **TO INDEMNIFY** the Nonprofit, its Governors, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs.

### Arbitration

The Participant hereby agrees to submit any dispute arising from participation in Programs to binding arbitration. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the “Panel”), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Minnesota, Eighth Circuit. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in Minneapolis, Minnesota and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter.

**The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury through the exercise of common sense and by being aware of his/her surroundings. If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Nonprofit.**

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant’s Name/Signature: \_\_\_\_\_

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

Parent/Guardian Signature: \_\_\_\_\_

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