

**K-ZONE ACADEMY**  
737 Center Street, Apex, NC 27502  
WAIVER of Liability, Assumption of Risk and Indemnity Agreement

**Waiver:** In consideration of being permitted to use, today and on all future dates, the property, facilities, staff, equipment and services of K-Zone Academy, **I**, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** K-Zone Academy, its directors, officers, employees, and agents from liability **from any and all claims including the negligence of K-Zone Academy**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises or equipment.

\_\_\_\_\_  
Signature of Principal Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Guardian of Minor

\_\_\_\_\_  
Date

**Assumption of Risks:** Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. K-Zone Academy has facilities for and provides for activities such as strength and agility training, baseball and softball skill sessions, camps and clinics. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system.

The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by K-Zone Academy. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY and HOLD K-Zone Academy HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at K-Zone Academy and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

\_\_\_\_\_  
Signature of Parent/Guardian of Minor Participant Date

\_\_\_\_\_  
Signature of Participant

Participant's Age (if Minor) \_\_\_\_\_