



WAIVER- NAPERVILLE YARD

ASSUMPTION OF RISK. I understand that there are dangers, hazards, and risks ("Risks") of injury or damage ("Injuries") in the use of premises, facilities, equipment, services, activities, or products ("Use of Naperville Yard Premises and Services") of Naperville Yard Corporation, its subsidiaries and affiliates, and all of their employees, contractors, officers, directors, agents, representatives, sponsors, volunteers and any other entity or person acting for them, and all of their successors and assigns (collectively "Naperville Yard"). Risks may include but are not limited to slips, trips, collisions, falls, loss of footing or balance; equipment failure, malfunction or misuse; property theft, loss or damage, including from vehicles; and other accidents or incidents. Injuries may include but are not limited to major or minor personal, physical, bodily, emotional, mental, economic, property, or other types of injuries and damages. I understand that Risks and Injuries in the Use of Naperville Yard Premises and Services (collectively, "Risks of Injury") may be caused, in whole or in part, by the NEGLIGENCE OF NAPERVILLE YARD, me or any other person. I FULLY UNDERSTAND, AND VOLUNTARILY AND WILLINGLY ASSUME THE RISKS OF INJURY.

WAIVER OF LIABILITY: DEFENSE AND INDEMNIFICATION. On behalf of myself and my children, I hereby voluntarily and forever release and discharge Naperville Yard from, covenant and agree not to sue Naperville Yard for, and waive, any claims, demands, actions, causes of action, debts, damages, losses, costs, fees, expenses or any other alleged liabilities or obligations of any kind or nature, whether known or unknown (collectively, "Claims" for any Injuries to me and my children in the Use of Naperville Yard Premises and Services which arise out of, result from, or are caused by any NEGLIGENCE OF NAPERVILLE YARD, ME, my children, and/or Others (collectively "Negligence Claims").

If I, on my own behalf or on behalf of another (including an estate) assert a Negligence Claim against Naperville Yard and/or breach my agreement not to sue Naperville Yard, I will pay all reasonable fees (including attorneys' fees), costs and expenses incurred by Naperville Yard or its insurers ("Naperville Yard's Fees and Costs") to defend (1) the Negligence Claims and (2) all other Claims based on the same facts as the Negligence Claims(s). I also agree to defend, indemnify and hold Naperville Yard harmless to the fullest extent permitted by law from and against any Claim (including any Negligence Claims) asserted against Naperville Yard by any other person arising out of, resulting from, or caused by the Use of Naperville Yard Premises and Services by me or my children. My agreement to defend Naperville Yard means that I will pay all of Naperville Yard's Fees and Costs incurred to defend the Claim from the date the Claim is asserted. My agreement to indemnify and hold Naperville Yard harmless means that I will pay any settlement, judgment, or other damages, fees, or costs of any type incurred by Naperville Yard to resolve the Claim.

Consent: I, the undersigned parent or guardian/participant, do hereby grant authority to the staff at Naperville Yard to render a judgment concerning medical assistance or hospital care in the event of an accident or illness during my absence. I do hereby authorize Naperville Yard Corporation and its assigns to utilize any and all photographs, pictures or other likeness of me or anyone assigned guardianship to me, as they deem appropriate in its promotional materials or team films.

I HAVE READ, UNDERSTAND, AND AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING SPECIFICALLY THE ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND DEFENSE AND INDEMNIFICATION PROVISIONS UNDER WHICH I AM RELINQUISHING LEGAL RIGHTS.

Parent/guardian name (printed): _____

Parent/guardian signature: _____

Child's name (printed): _____

Emergency contact phone number: _____

Date: _____

Email address: _____
