

# **PARTICIPANT WAIVER & RELEASE (READ CAREFULLY BEFORE SIGNING)**

## **Participant Waiver & Release (Read Carefully Before Signing)**

**PLEASE READ THIS FORM CAREFULLY.** Be aware that by signing this Participant Waiver & Release (the “**Release**”), you, **ON BEHALF OF YOURSELF**, will be expressly waiving and releasing all claims that you may have against Real Estate Boxing, LLC, Real Estate Rumble, Mercy Home for Boys and Girls and all their affiliates, owners, directors, managers, officers, employees, agents, and all other persons or entities acting for the foregoing (collectively, “**Real Estate Rumble**”) related to injuries, damages, or losses that you may sustain while participating in any and all activities associated with the Real Estate Rumble, and you will be assuming all risk and legal liability associated with such participation. **Hereinafter, REFERENCES TO YOU SHALL BE DEEMED TO REFER TO YOU AS APPLICABLE.**

In consideration of being permitted to participate in the Real Estate Rumble programs and/or being permitted to enter for any purpose any portion of any Real Estate Rumble programs and/or facilities, I, the undersigned, agree as follows:

### **1. Acknowledgement and Assumption of Risk.**

I acknowledge that the programs, events, lessons, classes, workshops, competitions, and other activities conducted by the Real Estate Rumble (collectively, the “Activities”) involve known and unanticipated risks and can result in physical or emotional injury, paralysis, permanent disability, death, and/or property damage. I understand such risks can be severe and cannot be eliminated despite the use of safety equipment and procedures without jeopardizing the essential qualities of the Activities. I expressly accept and assume all such risks and understand that I am responsible for any injuries or property damage caused to or by me while participating in Activities. Participating in Activities is purely voluntary and I elect to do so despite the aforementioned risks. I understand that prior to participating in the Activities, I must inspect the facilities and equipment to be used and agree that if at any time I feel unsafe I will immediately take all precautions to avoid the unsafe area or condition, will discontinue participation in the Activities, and will notify the Real Estate Rumble of the unsafe area or condition.

## **2. Medical Condition and Treatment.**

I certify that I am physically fit and I have no adverse physical condition that would prevent or inhibit my participation in any Activity. I have informed the Real Estate Rumble of any conditions I have that may affect my ability to participate in the Activities and understand and agree that in permitting me to participate in the Activities the Real Estate Rumble has relied on my representation that I am in good health. If at any time I believe that I am unable to participate in the Activities due to physical or medical conditions, I will immediately discontinue participation and will notify the Real Estate Rumble of such condition. In the event that emergency medical treatment of me appears to be necessary during any Activity, I consent to such treatment by any local responders or caregivers, if available.

## **3. Non-Sexual Intent.**

Some of the PHYSICAL ACTIVITIES require close bodily contact that is not designed or intended to have a sexual nature, intent or context.

## **4. Assumption of Responsibility and Risk Re: Infection Disease**

Members understand that in any activity involving a publicly accessible place and involving other people, there is a risk of exposure to bacteria, viruses, or other communicable diseases (including, without limitation, risks associated with COVID-19), toxins, parasites, or other adverse health factors. Members must exercise reasonable care to minimize exposing others and advise leaders, and members if they discover they were previously contagious. Members assume the risk of exposure when they enter, attend, and train. [Click here to see what we are doing about COVID-19 safety.](#)

## **5. Waiver and Release.**

I HEREBY WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Real Estate Boxing, LLC, Real Estate Rumble, Mercy Home for Boys and Girls and all their affiliates, owners, directors, managers, officers, employees, agents, and all other persons or entities FOR ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT ARE IN ANY WAY CONNECTED TO THE ACTIVITIES (COLLECTIVELY, “CLAIMS”), INCLUDING CLAIMS FOR MY DEATH, DISABILITY, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT, OR ACTIONS OF ANY KIND WHICH MAY HEREINAFTER ACCRUE, NOTWITHSTANDING THE FACT THAT SUCH CLAIMS MAY BE THE RESULT OF Real Estate Boxing, LLC, Real Estate Rumble, Mercy Home for Boys and Girls and all their affiliates, owners, directors, managers, officers, employees, agents, and all other persons or entities NEGLIGENCE. IN NO EVENT SHALL Real Estate Boxing, LLC, Real Estate Rumble, Mercy Home for Boys and Girls and all their affiliates, owners, directors, managers, officers, employees, agents, and all other persons or entities LIABILITY TO ME WITH RESPECT TO ANY CLAIM THAT IS NOT THE RESULT OF Real Estate Boxing, LLC, Real Estate Rumble, Mercy Home for Boys and Girls and all their affiliates, owners, directors, managers, officers, employees, agents, and all other persons or entities GROSS NEGLIGENCE OR WILLFUL MISCONDUCT EXCEED THE TOTAL FEES PAID BY ME TO Real Estate Boxing, LLC, Real Estate Rumble, Mercy Home for Boys and Girls and all their affiliates, owners, directors, managers, officers, employees, agents, and all other persons or entities WITHIN THE THIRTY (30) DAYS PRIOR TO THE DATE SUCH CLAIM ARISES.

## **6. Indemnification by Students and/or Parents.**

I INDEMNIFY AND HOLD HARMLESS Real Estate Boxing, LLC, Real Estate Rumble, Mercy Home for Boys and Girls and all their affiliates, owners, directors, managers, officers, employees, agents, and all other persons or entities FROM ANY AND ALL LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OR CLAIMS MADE BY THIRD PARTIES DUE TO MY ACTIONS OR INACTIONS DURING ANY ACTIVITIES. FURTHER, IF THE MINOR ON BEHALF OF WHOM I EXECUTE THIS RELEASE OR ANY OF MY FAMILY MEMBERS, RELATIVES, OR OTHER GUESTS MAKES A CLAIM AGAINST Real Estate Boxing, LLC, Real Estate Rumble, Mercy Home for Boys and Girls and all their affiliates, owners, directors, managers, officers, employees, agents, and all other persons or entities, THE UNDERSIGNED WILL INDEMNIFY AND HOLD HARMLESS Real Estate Boxing, LLC, Real Estate Rumble, Mercy Home for Boys and Girls and all their affiliates, owners, directors, managers, officers, employees, agents, and all other persons or entities FROM ANY AND ALL LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RELATED TO SUCH CLAIM. SHOULD Real Estate Boxing, LLC, Real Estate Rumble, Mercy Home for Boys and Girls and all their affiliates, owners, directors, managers, officers, employees, agents, and all other persons or entities INCUR ATTORNEYS' FEES AND COSTS TO ENFORCE THIS RELEASE, I SHALL REIMBURSE TO Real Estate Boxing, LLC, Real Estate Rumble, Mercy Home for Boys and Girls and all their affiliates, owners, directors, managers, officers, employees, agents, and all other persons or entities ALL SUCH FEES AND COSTS.

I agree not to bring any claim or suit against the Real Estate Boxing, LLC, Real Estate Rumble, Mercy Home for Boys and Girls and all their affiliates, owners, directors, managers, officers, employees, agents, and all other persons or entities, Instructors, staff, guests, Members, landlord, or any other parties for any injury or harm sustained by any event short of a criminal act, and then only the criminal shall be the subject of such a claim.

I shall indemnify the Real Estate Boxing, LLC, Real Estate Rumble, Mercy Home for Boys and Girls and all their affiliates, owners, directors, managers, officers, employees, agents, and all other persons or entities, Instructors, staff, guests, Members, and any and all additional defendants covered by this agreement for all judgments, costs, attorney fees and other expenses incurred as a result of any suit brought by or on behalf of my child or ward.

## **7. Use of Media.**

I hereby expressly grant Real Estate Boxing, LLC and Real Estate Rumble the right to copyright and/or use, reuse, or broadcast and republish videotapes, films, photographs, digital images, audio recordings, and testimonials (collectively, "**Media**") of me or my property, and to put such Media to any use, without limitation or reservation, without compensation, and without my future review or approval of such use. I further relinquish all claims to the use or ownership of such Media. I also Acknowledge that I have no right to use any Real Estate Boxing, LLC and Real Estate Rumble, logo, name, documents, worksheets, or Media without Real Estate Boxing, LLC and Real Estate Rumble permission.

## **8. Severability.**

In the event that any provision of this Release shall be determined to be invalid, illegal, or

unenforceable to any extent, the remainder shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**9. Miscellaneous.**

This Release shall be governed by the laws of the State of Illinois. I agree to litigate any disputes related to this Release in Cook County, Illinois.

I HAVE HAD SUFFICIENT TIME TO READ THIS ENTIRE RELEASE AND, AT MY OPTION, CONSULT WITH LEGAL COUNSEL PRIOR TO SIGNING IT. I HAVE READ AND FULLY UNDERSTOOD THIS RELEASE AND AGREE TO BE BOUND BY ITS TERMS. I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY UNDUE INFLUENCE OR INDUCEMENT, AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF Real Estate Boxing, LLC and Real Estate Rumble LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name of the Person Who Signs This Release: \*

First

Last

Signature \*

Date \*