

# SUMMIT SPORTS

**SUMMIT SPORTS, LLC**  
**Liability Release Form**

This Agreement is effective between Summit Sports, LLC, 330 Enterprise Court, Bloomfield Hills MI 48302, and the customer below.

The Customer of Summit Sports, Inc agrees to the following provisions:

1. The Customer agrees to faithfully and diligently follow the instructions and advice and cooperate at all times with Summit Sports, Inc and their employees and/or agents.
2. The Customer agrees to fully and completely release Summit Sports, Inc from any and all liability arising out of any relationship with Summit Sports, Inc.
3. The Customer expressly agrees that Summit Sports, Inc shall not be liable for any damages arising from personal injuries or otherwise sustained by the Customer or any guest in, on , or about Summit Sports, Inc' premises or as a result of using Summit Sports, Inc' facilities, equipment and/or services therein. By the execution of this Agreement the Customer accepts full responsibility for any such injuries or damages which may occur to the Customer or guest in the Customer's involvement with Summit Sports, Inc and further agrees that the Customer shall not be liable for any loss, damage or theft of any personal property.
4. The Customer assumes full responsibility for any injuries, damages or losses which may occur to Customer or guest in, on or about the premises of said Summit Sports, Inc and does hereby fully and forever release and discharge Summit Sports, Inc and all associated Summit Sports, Inc facilities, their owners, employees and agents from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the Customer's use or intended use of the services and equipment provided by Summit Sports, Inc.
5. The Customer agrees that Summit Sports, Inc disclaims all warranties and representations of any kind, express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose.
6. The Customer agrees to defend, indemnify, and hold Summit Sports, Inc harmless for any and all damages, charges, loss, and expenses (including reasonable attorney fees and costs) for any claim arising out of any circumstance with the Customer's involvement with Summit Sports, Inc.
7. The Customer agrees that this release is clear and unambiguous and fairly and knowingly made by the Customer.
8. The Customer agrees that he or she is of sound mind, at least 18 years of age, and that Summit Sports, Inc has not misrepresented the nature of this Agreement.
9. The Customer agrees that this Agreement with Summit Sports, Inc regarding the release, waiver, indemnification and hold harmless of Summit Sports, Inc' liability shall not be modified without the express written consent of both parties.
10. The Customer agrees that if any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
12. The Customer will be provided a life vest, and by initialing here \_\_\_\_\_, agrees to wear such life vest for the duration of the use

All participants consent that Summit Sports LLC may use, without payment, restriction or permission any photographs, videos and other information taken by Summit Sports LLC, where the participant may appear or be named for anypurpose including, but not limited to, print and electronic distribution and where consistent with Summit Sports LLC's privacy policy of never sharing information with any third parties or other partners.

Dated: \_\_\_\_\_ Customer Print: \_\_\_\_\_

Customer Signature \_\_\_\_\_

Customer Email: \_\_\_\_\_

**FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above to the fullest extent permitted by law.

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