



PARTICIPATION AGREEMENT OF ADULT

I, (participant) _____, desire to participate in recreational activities and services that are to be rendered by Dialed In Goaltending, LTD (“DIG”). In consideration of being permitted to participate in recreational activities and services rendered by DIG, I acknowledge and agree that:

1. I am fully aware of and assume the risks (including, but not limited to, the risk of serious bodily injury, property loss, or damage) that may arise from my participation in DIG’s services. I recognize that my responsibility is to ensure that I only participate in those activities for which I have the required skills, qualifications, training, and physical condition. I am in good physical and mental health and do not have any physical or mental conditions that may affect my ability to participate in services rendered by DIG. I agree to assume all the risks and responsibilities surrounding my participation in services rendered by DIG.
2. I fully and forever release, waive, and discharge and covenant not to sue DIG and its employees, agents, and officers from any and all demands, claims, actions, suits, damages, losses, liabilities, costs, and expenses arising, directly or indirectly, in connection with my participation in services rendered by DIG from any cause whatsoever, including, but not limited to, damage or loss to property, bodily injuries, medical treatment, and death, whether or not foreseeable or contributed to by negligent acts or omissions by DIG and its employees, agents, and officers.
3. I shall indemnify and hold harmless DIG and its employees, agents, and officers from any and all demands, claims, actions, suits, damages, losses, liabilities, costs, and expenses arising, directly or indirectly, from my participation in services rendered by DIG from any cause whatsoever, including, but not limited to, damage or loss to property, bodily injuries, medical treatment, and death, whether or not foreseeable or contributed to by negligent acts or omissions by DIG and its employees, agents, and officers.
4. This Agreement shall not be modified by oral representation made before or after the execution of this Agreement. Any modification must be in writing and signed by the party to be charged therewith.
5. If any provision of this Agreement should be inconsistent with present or future law that has jurisdiction over and otherwise governs the subject matter of the provision, such provision shall be deemed to be rescinded or modified in accordance with such law. In all other respects, the other provisions of this Agreement shall continue and remain in full force and effect.
6. This Agreement contains the entire understanding and agreement between the parties with respect to the matters referred to herein. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way exist or bind any of the parties hereto.
7. Without compensation, I hereby grant DIG permission to publish and use photographic portraits, pictures, or videos of me for use through reasonable promotion of DIG, including by means of social media and DIG’s website. I hereby waive any right to inspect or approve the material as long as the material is within reason and is not deemed to be socially inappropriate for use.
8. If I desire to cancel and/or reschedule an appointment, I must provide DIG with notice thereof at least 24 hours prior to the scheduled appointment. If I fail to provide timely notice, I am responsible for any fees associated with the scheduled appointment as well as any rescheduled appointment. If inclement weather does not permit an appointment to occur, DIG agrees to reschedule the appointment at no additional cost.
9. Payment to DIG is to be provided within 14 days from the date on which services were rendered. If payment is not timely, DIG may refuse to provide further services until payment is made to DIG.
10. DIG may, at its discretion, refuse to render services at any time and for any reason, including, but not limited to, inappropriate and/or unruly behavior.
11. I understand that DIG may from time to time distribute nutritional supplements and/or other promotional materials provided through sponsors of DIG. I understand and acknowledge DIG makes no express or implied representations, warranties, or covenants on the nutritional supplements and/or other promotional materials distributed. I understand and agree to consult with a physician prior to any use of nutritional supplements and/or other promotional materials and hereby assume the risks associated with the use and consumption of said nutritional supplements and/or other promotional materials. I hereby agree to fully release and discharge DIG and all its agents, partners, directors, employees, attorney, successors, assigns and insurers of DIG, and each of them, from all actions, causes of actions, claims, judgments, obligations, damages, and liabilities, of whatsoever kind and character, occurring at any time or prior to the date hereof, including, but not limited to, any such claims arising out of or relating to my use of nutritional supplements and/or other promotional materials, including any contract, tort and any federal and state statutory claims.
12. I have read and fully understand this Agreement. I intend that this Agreement be legally binding upon and enforceable. I intend that this Agreement inure to the benefit of DIG. I am an adult over the age of eighteen. I am fully competent and voluntarily entering into this Agreement on my own judgement

Name: _____

Signature: _____

Date: _____