SUNDAY CLOTHING INC., HEREINAFTER REFERRED TO AS “SUNDAY INC.”, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“AGREEMENT”)

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT BEFORE SIGNING IT.
I, the below named person being eighteen or older in age, or the legal guardian of the person named below who is under 18, in consideration of the facilities, services, equipment and activities offered by SUNDAY INC., its owners, partners, successors, assigns, employees, and agents (SUNDAY INC.) hereby acknowledge, agree, promise and covenant on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

ACKNOWLEDGMENT OF RISKS: I UNDERSTAND AND ACKNOWLEDGE that participation in the activities and use of the premises, facilities, equipment and services offered by SUNDAY INC. bear certain known risks and unanticipated risks which could result in INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL, OR DAMAGE to myself, to the minor identified below, or my property. I understand and acknowledge those risks may result in personal claims against SUNDAY INC., or claims against me by spectators or other third parties. These risks include but in no way are limited to the following:
(1) The risks involved in use of the premises, facilities, equipment and services offered by SUNDAY INC.; (2) the acts, omissions or negligence in any degree of SUNDAY INC.; (3) latent or apparent defects or conditions in equipment, property or the facilities provided by SUNDAY INC. or their agents or employees; (4) my own physical condition, or my own acts or omissions; (5) rescue, first aid, emergency treatment or services rendered or failed to be rendered by SUNDAY INC., or their agents or employees.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease, or damage to myself, the minor identified below, or to my property.

ACCEPTANCE OF RISK AND RESPONSIBILITY: I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES, AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE OR DAMAGE to myself, the minor identified below, or to my property arising from my use of the premises, facilities, equipment and services offered by SUNDAY INC..

RELEASE: I, FOR MYSELF OR THE MINOR IDENTIFIED BELOW, VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE SUNDAY INC. and their agents or employees, and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or rights or action, which are related to, arise out of, or are in any way connected with my use of the premises, facilities, equipment and services offered by SUNDAY INC., including, but specifically not limited to any and all negligence or fault of SUNDAY INC. and their agents or employees, whether involved in an activity or not. I FURTHER AGREE, PROMISE AND COVENANT, ON BEHALF OF MYSELF OR THE MINOR IDENTIFIED BELOW, TO HOLD HARMLESS AND TO INDEMNIFY SUNDAY INC. and their agents or employees, and all other persons or entities from all defense costs, including attorney’s fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage brought by me or on my behalf. I FURTHER ACKNOWLEDGE that I am in the best position to determine my physical ability or the physical ability of the minor identified below to participate in the activities contemplated in this agreement, and acknowledge that I am in good physical and mental health, and not suffering from any condition, disease or disablement which would or could potentially affect participation in the activity.

My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms.

_____	_____	_____	_____
Print Name	Age	Date of Birth	Phone

_____	_____	_____
Signature	Address	City, State, Zip

_____	_____
Signature of Parent/Guardian (if less than 18 years old)	E-mail

Date: _____