



**BASIC INFORMATION**

Date: \_\_\_\_\_

Child's First/Last Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_ Child's Date of Birth \_\_\_\_\_ Gender \_\_\_\_\_

Parent(s)/Guardian(s) Name: \_\_\_\_\_

Email Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Mother's Cell: \_\_\_\_\_ Father's Cell: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_

**CREDIT CARD DETAILS**

Name on Card: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**BEND HOOPS LLC REGISTRATION AGREEMENT AND LIABILITY WAIVER**

1. Authority to Register and/or to Act as Agent. You represent and warrant to Bend Hoops LLC that you have full legal authority to complete this registration on behalf of yourself and/or any party that you are registering (the "registered Parties"), including full authority to make use of a credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, Bend Hoops LLC refers to all subsidiaries, affiliated entities or entities that control or are controlled by Bend Hoops LLC singly or together and its officers, employees, contractors, subcontractors and agents. If you are registering a child under age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of the child's information which you provide for the purposes of registration.

2. Membership. Monthly membership is renewed automatically every month. To cancel membership a minimum 30 day notice is required. Membership dues are charged to the payment method on file. Yearly membership automatically renews for one year unless cancelled 30 days prior to the end of the yearly contract.

3. Waiver. YOU UNDERSTAND THAT PARTICIPATION IN THE ACTIVITY IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS AND ACTIVITIES MAY BE HELD IN FACILITIES OPEN TO THE PUBLIC DURING THE EVENT WHERE HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES UNCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT BEND HOOPS LLC CANNOT MAKE GUARANTEES AS TO YOUR SECURITY OR THE SECURITY OF YOUR CHILD, AS FACILITY MAY BE OPEN TO THE PUBLIC AND ADULTS MAY BE ENTERING THE FACILITY. YOU AGREE TO HOLD BEND HOOPS LLC HARMLESS OF OCCURENCES THAT TAKE PLACE

OUTSIDE OF THE FACILITY IN WHICH THE ACTIVITY IS TAKING PLACE – I.E. SURROUNDING PARKING LOTS, ROADS, ETC.

IN SITUATIONS WHERE TRAVEL IS REQUIRED, YOU AGREE TO HOLD BEND HOOPS LLC HARMLESS FROM LIABILITY ASSOCIATED WITH ANY ACCIDENTS OR INCIDENTS ASSOCIATED WITH SUCH TRAVEL, AND UNDERSTAND THAT TRAVEL CARRIES WITH IT CERTAIN INHERENT RISKS OF VEHICULAR IMPAIRMENT OR AIRPLANE CRASH. IF A CHILD IS UNDER AGE OF 18 IS IN OUR CARE, YOU PERMIT US TO TAKE THEM TO EMERGENCY FACILITIES OR CONTACT 911 ON THEIR BEHALF, AS NECESSARY. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ACTIVITY, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND CEVENANT NOT TO SUE BEND HOOPS LLC FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE ACTIVITY OR EVENT BY YOU OR ANY REGISTERED PARTY.

4. Photography/Videography. Events may be videotaped and/or photographed for use in the future marketing materials. By signing below, you acknowledge that you understand the likely event of professional or amateur photography and videotaping of the event in which you or your child participates, and agree to hold Bend Hoops LLC or any of its subsidiaries, affiliates and contracted partners harmless from any claims that would arise out of any internet, email or any other public display or dissemination of pictures and videos in which you or your child is displayed, portrayed or pictured. You further acknowledge and understand that you have no ownership rights to such photos/video/marketing material.

5. Indemnification. You agree to indemnify and hold Bend Hoops LLC harmless from and against all damages, costs, claims or demands, including reasonable attorney’s fees, made by third party due to arising from or relating to you use of Bend Hoops LLC or the violation of this Agreement and Waiver.

6. Applicable Law; Consent to Jurisdiction. Bend Hoops LLC is controlled from its offices within the state of Oregon, United States of America. By completing this registration, both you and Bend Hoops LLC agree that the statutes and laws of the State of Oregon, without regard to the conflict of laws principles thereof, will apply to all matters relating to this activity registration, this Agreement and Waiver, the Terms of Use or other use of Bend Hoops LLC. You agree that exclusive jurisdiction for any dispute with Bend Hoops LLC resides in the courts of the State of Oregon in connection with any dispute including any claim involving Bend Hoops LLC or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

7. Severability. You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as permitted by the law of the State of Oregon and that if any provision of this Agreement and Waiver shall be found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT REQUIRED BY LAW.

Signature \_\_\_\_\_

Name \_\_\_\_\_