

**Dick's Sporting Goods, Inc. and Galyan's Trading Company, Inc.**  
**INTERACTIVE ACTIVITIES RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration of Dick's Sporting Goods, Inc. (Dick's) and Galyan's Trading Company, Inc. ("Galyan's") permitting me or my minor child to participate in an Interactive Activity at Dick's/Galyan's and/or sponsored by Dick's/Galyan's, I, the undersigned, for myself/child and my heirs, next of kin, assigns, and personal representatives, do hereby agree to the following conditions:

The Interactive Activities at Dick's/Galyan's, including, but not limited to Artificial Wall Climbing, Golf, Batting Cages, Basketball, In Line Skating, Archery, Hockey, Bicycle Riding, and Boat Demonstrations are potentially very dangerous activities which involve risks, inherent and otherwise, known or unknown, that cannot be eliminated which may cause injury, illness, paralysis or death to myself, my minor child, other persons, and/or damage to property. I further understand that negligence of Dick's/Galyan's or other risks associated with Interactive Activities may cause injury, illness, paralysis or death to myself, my minor child, other persons, and/or damage to property. Some of the risks associated with Interactive Activities include, but are not limited to falls, equipment failure, collisions, impacts, and known or unknown medical conditions. I assume full and sole responsibility for all risks, both known and unknown, inherent or otherwise, related to the Interactive Activities. Further, I am voluntarily participating in this activity with knowledge of the risks.

Acknowledging that such risks exist, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Dick's Sporting Goods, Inc. and Galyan's Trading Company, Inc., their officers, representatives, directors, shareholders, agents and employees, and each of them and/or anyone associated in any way with my/my minor child's participation in any Interactive Activities at Dick's/Galyan's or sponsored by Dick's/Galyan's (hereinafter individually and collectively referred to as the "Dick's/Galyan's Group"), from any and all claims, damages, losses, actions, suits, proceedings, product liability actions, warranty actions, breach of contract actions, expenses, attorney fees, and liability that I, anyone on my behalf, my heirs or next of kin might have for or relating to any injury to my person/child or property suffered or claimed to have been suffered by me which arises out of or is related in any manner to my/my minor child's participation in any Interactive Activities at Dick's/Galyan's or sponsored by Dick's/Galyan's or the use of Dick's/Galyan's equipment or facilities, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the negligence in any form of the Dick's/Galyan's Group.**

I further agree to INDEMNIFY, HOLD HARMLESS, AND DEFEND in any action or proceeding, the Dick's/Galyan's Group from and against all claims, damages, losses, actions, suits, proceedings, product liability actions, warranty actions, breach of contract actions, expenses, and attorney fees for or relating to my/my minor child's participation in any Interactive Activities at Dick's/Galyan's or sponsored by Dick's/Galyan's, my use of Dick's/Galyan's equipment or facilities, or for my failure to comply with the terms of this Release of Liability and Indemnity Agreement, regardless of whether the act or omission complained of was **caused in whole or in part by the negligence in any form of the Dick's/Galyan's Group.**

This document is governed by the laws of the state in which the activity occurs. If one or more portions of this document are found unenforceable, the remainder of the document will remain enforceable. If I am a minor, my parent or guardian is signing individually and on my behalf and we both agree to be bound by the terms of this agreement.

**I have read and fully understand this Release of Liability and Indemnity Agreement and agree to be bound by its terms. I understand that by signing this document I may be waiving certain legal rights, including the right to sue the Dick's/Galyan's Group. I sign this document freely and willingly.**

**READ! YOU ARE GIVING UP SUBSTANTIAL RIGHTS!**

**Adult Information:**

Print Participant Name: \_\_\_\_\_ Participant Age: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Emancipation Form #: \_\_\_\_\_

**Parent/Legal Guardian of Minor (under age 18) Information:**

By signing below, I agree to be bound by this Release of Liability and Indemnity Agreement and affirm that I am the parent/legal guardian of:

Print Name of Minor: \_\_\_\_\_ Age of Minor: \_\_\_\_\_

Print Parent/Legal Guardians Name: \_\_\_\_\_

Parent/Legal Guardian Signature if Participant is a Minor: \_\_\_\_\_

Power of Attorney #: \_\_\_\_\_ Date: \_\_\_\_\_

**Dick's/Galyan's Associate #: \_\_\_\_\_ Initials: \_\_\_\_\_ Date: \_\_\_\_\_**