

# The Facility Sports Training Center

## Release, Indemnification and Hold Harmless Agreement

### Applicable to all sports and events

In consideration of participating in sports, recreational activities, training sessions, camps, clinics, leagues, practices, special events, or any other activities held at The Facility Sports Training Center (hereinafter "Activities"), I hereby agree to release and discharge from liability arising from negligence The Facility Sports Training Center, its owners, employees, volunteers, participants, and all other persons or entities acting on their behalf (hereinafter referred to as "Releasees"), and also agree as follows:

#### 1. Acknowledgement of Risks

I acknowledge that participating in Activities involves known and unanticipated risks which could result in physical injury or property damage. Risks include, but are not limited to, strain, sprains, fractures, and other potential physical injuries. I voluntarily assume all such risks.

#### 2. Assumption of Risk

I expressly accept and assume all of the risks inherent in the Activities or that might have been caused by the negligence of the Releasees. My participation is voluntary, and I elect to participate despite the risks. If at any time I believe event conditions are unsafe or that I am unable to participate due to physical or medical conditions, I will immediately discontinue participation.

#### 3. Release and Indemnification

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or cause of action connected with my participation in the Activities or my use of their equipment or facilities, including claims arising from negligence. This release does not apply to claims arising from intentional conduct. If Releasees or anyone on behalf must incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

#### **4. Insurance and Health Representation**

I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in activities at The Facility Sports Training Center, or else I agree to bear the costs of such injury or damage myself. I further state that I have no medical or physical condition which could interfere with my safety, or else I am willing to assume, and bear the costs of, all risks created, directly or indirectly, by such a condition.

#### **5. Severability**

If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I agree that if I am hurt or my property is damaged during my participation in any Activity, a court of law may find that I have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. I have had sufficient time to read this document and, should I choose, consult with legal counsel prior to signing. I understand that my participation may not be permitted or would cost more if I did not sign this release, and I agree that participation at the stated cost in return for this release is a reasonable bargain.

I have read and understood this document and I agree to be bound by its terms. This agreement is valid for one year.

Parent or Guardian Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Player's Name: \_\_\_\_\_

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