

Element Athletics

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS; PLEASE READ THE ENTIRE DOCUMENT BEFORE SIGNING

I, the below named individual, being a least eighteen (18) years of age, or being the legal guardian of the below named individual who is under eighteen (18) years of age, inconsideration for the use of the facilities, services, equipment, programs, and or activities provided by **Element Athletics**, its owners, partners, successors, assigns, employees, and/or agents (hereinafter the Releasees), do hereby agree, acknowledge, promise, and covenant on behalf of myself, my heirs, assigns, estate, personal representatives, or the like, as follows:

POLICIES: I UNDERSTAND AND ACKNOWLEDGE that **Element Athletics** hereby reserves the right to dismiss or prohibit any participant from the premises for disciplinary reasons. Such reasons may include, but are not limited to: unsportsmanlike conduct; possession or consumption of drugs or alcohol on the premises; violence; posing a danger to others; any illegal activity; or violation of any rules whether stated or implied. Such dismissal or prohibition shall be at the sole discretion of the Releasees and failure to dismiss or prohibit and individual for any above reason in no way constitutes a waiver of such authority or discretion. **Should a participant be dismissed or prohibited NO REFUND will be given.**

ACKNOWLEDGEMENT OF RISKS: I hereby understand and expressly acknowledge that participation in the events and activities and the use of the equipment and or facilities offered by the Releasees bear certain known and unknown risks which may result in **INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL HARM, MENTAL HARM, OR OTHER DAMAGE** to me, or the minor identified below, and/or my personal property. I DO HEREBY UNDERSTAND, ACKNOWLEDGE, AND ACCEPT that such risks may also result in claims against the Releasees and/or claims against me, or the minor identified below, by spectators or other third parties.

I DO HEREBY VOLUNTARILY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, ILLNESS, DISEASE, PHYSICAL HARM, MENTAL HARM, OR OTHER DAMAGES to myself, the minor child identified below, and/or my personal property arising from, directly or indirectly, the use of the premises, facilities, equipment, activities, and/or services provided by the Releasees. I understand that the risks associated with sports include, but are not limited to, sprains, cuts, contusions, abrasions, concussions, broken bones, bone fractures, and in some extreme cases long term scaring and/or death and hereby state that the undersigned is participating at his or her own risk with full knowledge of the dangers and risks associated with such participation. I further acknowledge that **Element Athletics** strongly recommends the use of any and all NCAA approved protective equipment and that failure to use such equipment may increase the probability of the above mentioned risks.

RELEASE: I, FOR MYSELF AND/OR THE MINOR IDENTIFIED BELOW, DO HEREBY EXPRESSLY AND VOLUNTARILY AGREE AND COVENANT NOT TO SUE THE RELEASEES AND RELEASE AND FOREVER DISCHARGE the Releasees, their agents, employees, affiliates, sponsors, or partners, from any and all claims, liability, actions, demands, causes of action, or damages which are related to, arise from, or are in any way associated with my use of the facilities, premises, equipment, activities, and/or services provided by the Releasees, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL NEGLIGENCE OR FAULT OF THE RELEASEES, THEIR EMPLOYEES, AGENTS, OR AFFILIATES.

I FURTHER PROMISE AND AGREE ON BEHALF OF MYSELF AND THE MINOR CHILD IDENTIFIED BELOW, TO INDEMNIFY THE RELEASEES AND HOLD THEM HARMLESS from all costs, including but not limited to, defense costs, attorney’s fees, medical bills, pain and suffering, damages, or the like, incurred in connection with claims for bodily injury, wrongful death, or property damage brought by me, my estate, guardian, or other party on my behalf.

I hereby state that I am in the best position to determine by physical abilities and limitations, or those of the undersigned minor identified below. I expressly acknowledge that I, or the undersigned minor, are in good physical and mental health and have no condition, disease, disability, or impediment which could impact my participation in the activity or which may increase the risk of harm or death to myself or others.

LICENSE: I hereby grant **Element Athletics** an irrevocable, royalty free, worldwide license to use my name, image, or likeness for advertising purposes including, but not limited to, photographs, brochures, videos, electronic media, promotions, publications, or any other trade or advertising materials published in and medium.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I HAVE GIVEN UP CERTAIN LEGAL RIGHT AND HAVE DONE SO FREELY WITHOUT COERCION AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW. I AGREE THAT SHOULD ANY PART OF THIS AGREEMENT BE HELD TO BE INVALID, THE REMAINING PORTIONS SHALL REMAIN IN FULL EFFECT

Printed Name of Participant: _____ Date of Birth: _____ YOG: _____
Participant Signature: _____ Date: _____
Emergency Contact name and phone #: _____ Relationship: _____
Parent/Guardian Signature: _____ Date: _____
(If Participant is under 18 years of age)
Player Address: _____
Player E-Mail: _____ Phone #: _____