

## SportsHouse Participant Waiver – Charles Armstrong Event

Adult Participant/Guardian 1 Name: \_\_\_\_\_

Adult Participant/Guardian 2 Name: \_\_\_\_\_

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

Minor Participant Name: \_\_\_\_\_ Sex: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Minor Participant Name: \_\_\_\_\_ Sex: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Minor Participant Name: \_\_\_\_\_ Sex: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Minor Participant Name: \_\_\_\_\_ Sex: \_\_\_\_\_ Birth Date: \_\_\_\_\_

### **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")**

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN ANY PROGRAM, RELATED EVENTS, AND ACTIVITIES ("PROGRAM") AT SPORTSHOUSE ("FACILITY"), THE UNDERSIGNED ("PARTICIPANT") UNDERSTANDS, ACKNOWLEDGES, AND AGREES AS FOLLOWS:

1. The risk of serious injury arising from participation in the Program is significant, including the potential for concussions and other injuries, permanent paralysis and death. Participant represents and warrants that Participant has no physical limitations that would prevent Participant from participating in the Program. Program rules, equipment and personal discipline may reduce the risk of injury; however, there may be risks and dangers not currently known or foreseeable arising from participation in the Program.

2. Concussions are serious injuries and SportsHouse takes such injuries and suspected injuries seriously. Attached to and made a part of this Agreement is the Facility's Concussion Awareness and Safety Recognition Policy ("Policy"). By signing this Agreement Participant acknowledges and agrees that Participant has received and read the Policy. Participant understands and agrees that if Participant is suspected of suffering a concussion, Participant will be removed from the game or Program and must provide a written clearance from a licensed physician before being allowed to return to play or participate in any Program.

3. Participant KNOWINGLY AND FREELY ASSUMES ALL RISKS, both known and unknown, and whether or not such risks are foreseeable, in connection with participation in the Program. EVEN IF SUCH RISKS ARISE FROM THE NEGLIGENCE OF THE PARTICIPANT, RELEASEES (defined below) or others, Participant assumes the risk of injury or death and takes full responsibility for participation in the Program.

4. Participant willingly agrees to comply with the stated and customary terms and conditions for participation ("Rules") and to bring to the attention of the nearest official any violation of such Rules by any third party.

5. Knowing and understanding the risks inherent in participation in the Program, Participant, on behalf of himself or herself, and for Participant's heirs, executors, administrators, beneficiaries, successors, assigns, personal representatives and next of kin, HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SPORTSHOUSE, its members, officers, officials, agents, and/or employees, other participants, SportsHouse, their affiliates, sponsoring agencies, sponsors, advisors, and if applicable, as well as owners and lessors of the premises used to conduct the Program ("RELEASEES") from and against any claims arising from or with respect to ANY AND ALL INJURY, DISABILITY, DEATH, loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. PARTICIPANT SHALL NOT BRING ANY CLAIM AGAINST RELEASEES which claims concern or are connected in any way with death, injury, damage or loss arising from Participant's involvement in the Program, whenever or however they occur. In connection with such RELEASE, Participant hereby waives the protection of California Civil Code Section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

6. ATTORNEY'S FEES. IF A DISPUTE ARISES BETWEEN PARTICIPANT AND FACILITY, THE PREVAILING PARTY SHALL RECOVER REASONABLE ATTORNEY'S FEES AND COSTS (INCLUDING THE COST OF THE PREMIUM FOR CONTRACT LITIGATION INSURANCE) AND EXPERTS' CHARGES IN ANY ACTION OR PROCEEDING

(INCLUDING, BUT NOT LIMITED TO ARBITRATION PROCEEDINGS) BROUGHT TO ENFORCE THE TERMS OF THIS CONTRACT, INCLUDING, WITHOUT LIMITATION, THE VALUE OF THE TIME SPENT BY ATTORNEY'S LAWYERS TO PROSECUTE OR DEFEND SUCH AN ACTION (CALCULATED AT THE HOURLY RATE(S) THEN NORMALLY CHARGED BY ATTORNEY TO CLIENTS WHICH IT REPRESENTS ON AN HOURLY BASIS), AND NONTAXABLE COSTS THAT ARE NORMALLY BILLED TO FEE-PAYING CLIENTS.

7. ARBITRATION OF DISPUTES. ANY INJURY OR DISPUTE ARISING OUT OF OR RELATED TO PARTICIPANT(S) USE OF THE FACILITY SHALL BE RESOLVED BY ARBITRATION IN SAN MATEO COUNTY, CALIFORNIA UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT MAY BE ENTERED ON THE AWARD. THE ARBITRATOR WILL AWARD COSTS AND ATTORNEY'S FEES TO THE PREVAILING PARTY OR PARTIES. THE ARBITRATOR MAY ORDER PROVISIONAL AND INJUNCTIVE RELIEF AND MAY AWARD EXEMPLARY DAMAGES. THE ARBITRATOR IS AUTHORIZED TO EXPEDITE THE PROCEEDINGS AND TO REJECT CUMULATIVE EVIDENCE. IN ANY COURT PROCEEDINGS ANCILLARY TO ARBITRATION PROCEEDINGS, THE COURT WILL AWARD COSTS AND ATTORNEY'S FEES TO THE PREVAILING PARTY. ANY COURT PROCEEDINGS ANCILLARY TO ANY ARBITRATION PROCEEDINGS SHALL BE VENUED IN SAN MATEO COUNTY, CALIFORNIA. THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING.

\_\_\_\_\_ (Participant and/or Participant's Guardian Initial Here)

\_\_\_\_\_ (Facility Representative Initial Here)

8. PARTICIPANT (OR IF PARTICIPANT IS A MINOR, PARTICIPANT'S LEGAL GUARDIAN) HAS READ, UNDERSTANDS AND AGREES TO THE RELEASE OF LIABILITY, INDEMNIFICATION AND ASSUMPTION OF RISK PROVISIONS CONTAINED HEREIN. PARTICIPANT FULLY UNDERSTANDS SUCH TERMS AND PROVISIONS, AND ACKNOWLEDGES THAT BY SIGNING THIS DOCUMENT, CERTAIN SUBSTANTIAL RIGHTS HAVE BEEN GIVEN UP. EXECUTION OF THIS DOCUMENT IS REQUIRED FOR PARTICIPATION IN THE PROGRAM. THIS DOCUMENT IS SIGNED FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

9. Parent/Guardian Authorization/Medical Release: Participant has my permission to participate in the Program. In the event of an emergency and in the event that I cannot be reached, I hereby give permission to the Facility staff to secure emergency transportation, including hospitalization, at my expense, to any hospital, and to authorize treatment of Participant. I understand that if Participant fails to follow the Rules, uses inappropriate language or displays inappropriate behavior, as determined by the Facility staff, Participant may be DISMISSED FROM THE PROGRAM, permanently or temporarily, WITH NO REFUND. Any image or likeness of Participant is used by only SportsHouse and only for promotional purposes with full permission of Participant or Participant's Guardian.

**Adult Participant/Guardian 1 Signature:** \_\_\_\_\_

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

**Adult Participant/Guardian 2 Signature:** \_\_\_\_\_

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