

Steve Gervais Academy
Training Sessions
Assumption of Risk, Waiver, and Release from Liability
2020-2021

In consideration for participating in and using Steve Gervais Academy athletic, training and recreation activities, services, equipment and/or facilities including, but not limited to, training, instruction sessions, team drills, team scrimmage, group fitness programs, personal training, outdoor recreation, events at hosted and reserved school fields,

I acknowledge and agree as follows:

1. Voluntary Participation - My involvement or participation is voluntary and is not requested or required by Steve Gervais Academy.

2. Risk Factors - I understand and acknowledge that participation in athletic or recreation activities or services or the use of equipment, facilities and/or services involves risks including, but not limited to, the following: risk of property damage; temporary or permanent muscle soreness; sprains; strains; cuts; bone fractures; abrasions; bruises; ligament and/or cartilage damage; head, neck or spinal injuries; paralysis; eye damage; disfigurement; drowning; and possibly death. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts of others or from the unavailability of emergency medical care.

3. Assumption of Risk - I voluntarily and personally assume all risks that may arise out of or result from participation in athletic or recreational activities or the use of equipment, facilities and/or services, regardless of whether such risks are known or unknown, foreseen or unforeseen, disclosed or undisclosed including, but not limited to, those risks described above.

4. Compliance with Rules, Policies, Procedures and Instructions- I agree to comply with all rules, policies and procedures of the host school facility (Charles Wright / Mariner High School), property, fields, parking lots, and any additional facilities that are used as an alternate event location. I further agree to comply with all instructions from Steve Gervais Academy staff. I understand that the safe and proper use of equipment, facilities or participation in the activity is dependent upon carefully following such rules, policies, procedures and instructions. Steve Gervais staff has the right to revoke or terminate my privileges for any violation of such rules, policies, procedures and instructions.

5. Release of Liability - I hereby release, waive, and discharge Steve Gervais Academy staff, contractors, employees, and all of its trustees, officers, employees and agents from any and all claims, injuries, causes of action, suits, liability, losses or expenses (including attorney's fees) arising from or in connection with my participation in or use of Steve Gervais Academy athletic and recreation activities, services, equipment and facilities.

6. Indemnification - I also agree to indemnify, defend and hold harmless Steve Gervais Academy, and all of its trustees, officers, employees and agents from any and all claims, injuries, causes of action, suits, liability, losses or expenses (including attorney's fees) arising from or in connection with my participation in and use of the Steve Gervais Academy athletic and recreation activities, services, equipment and facilities.

7. Skill, Ability and Fitness - I acknowledge that I have the requisite skills, qualifications, physical fitness and ability, and training necessary to properly and safely use the equipment and facilities and to participate in the athletic and recreation activities. I agree that if I have any questions as to what skills, qualifications or training is necessary to properly use the equipment and facilities or participate in athletic and recreation activities itself, then I will ask Steve Gervais Academy staff. Furthermore, I certify that I

have consulted with a physician to determine any potential conditions that may adversely affect my participation.

8. Medical Costs - I am solely responsible for any and all medical, health, or personal injury or illness costs relating to my participation in or use of Steve Gervais Academy athletic and recreation activities, services, equipment and facilities.

9. Insurance - I acknowledge that I have a valid, personal medical insurance policy that will cover injury or illness that may occur due to participation in or on-premise attendance of Steve Gervais Academy Open Training events including use of the facilities and equipment.

10. Jurisdiction - This Agreement shall be governed in all respects by the laws of the State of Washington without regard to conflicts of laws principles. The parties submit to the jurisdiction of the State of Washington and the courts for or in King County, Washington, and Pierce County, Washington and agree that any legal action or proceeding relating to this Agreement shall be brought in those courts.

11. Severability - Should any of the provisions of this Agreement, or portions thereof, be found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall nonetheless remain in full force and effect.

12. Acknowledgment - I have read and fully understand this Agreement and realize it relates to surrendering and releasing valuable legal rights and do so freely and voluntarily.

Participant

Name: _____
Participant Signature: _____
School/Group: _____
Date: _____

Signature of Parent/Legal Guardian Consent and Release on Behalf of Minor (if participant is under 18):

I am the parent or legal guardian of the above named minor. I have read and understand the Agreement and realize it relates to surrendering valuable legal rights of the minor and me. I agree to be bound by all the terms of the Agreement and consent to the minor's participation in the activity.

Name: _____
Signature: _____

Emergency Contact Information (Required for all participants):

Name: _____
Relation to Participant: _____
Contact: _____