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**Forge Elite Athletic Development**

**INSURANCE / WAIVER**

**RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS**

**& INDEMNIFICATION AGREEMENT**

**Notice**– By signing this document you may be waiving certain legal rights, including the right to sue.

**Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement**

In consideration of being allowed to use the facilities designated space(s) and participate in any and all activities (Collectively the “Activities”) at “Forge Elite Athletic Development” (the “Host”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

1)             **TO WAIVE ALL CLAIMS**that they have or may have against the “Host” arising out of the Participant’s participation in the “Activities” or the use of any “Equipment” provided by the “Host”, including while receiving instruction, training and/or participating in any event play.

2)             **TO ASSUME ALL RISKS**of participating in the “Activities” and using the “Equipment”, even those caused by the **negligent**acts or conduct of the “Host”, its organization, affiliates, operators, agents, and/or volunteers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the “Activities” and using the “Equipment”, which may be both foreseen and unforeseen and include serious physical injury and/or death.

3)             **TO RELEASE**the “Host”, its organization, affiliates, operators, agents, and/or volunteers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the “Activities” and/or use of the “Equipment”, while receiving instruction, training and/or participating in any event play. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent**acts or conduct of the “Host”, its organization, affiliates, operators, agents, and/or volunteers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and

4)             **TO INDEMNIFY**the “Host”, its organization, affiliates, operators, agents, and/or volunteers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the “Activities” and/or use of the “Equipment”, including while receiving instruction, training and/or participating in any event play

**Photography/Video Release**

Participant(s) hereby grants to the “Host”, its representatives, and employees the right to take **photographs/videos of Participant(s)** in connection with Participant’s participation in the “Activities”. Participant(s) hereby authorizes the “Host” to copyright, use, and publish the same in print and/or electronically.  Participant(s) hereby agrees that the “Host” may use such photographs of Participant(s) for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

**Personal Responsibility**

**The Participant(s) and his/her parent(s) or legal guardian(s) certify that the Participant has no physical and/or mental** **condition that precludes him/her from participating in the “Activities” and that he/she is not participating against** **medical advice.**

**The Participant(s) and his/her parent(s) or legal guardian(s) understand that Participant’s participation in the** **“Activities” is voluntary and further understand that they have the opportunity to inspect the Host’s equipment and** **space before any participation.**

**The Participant(s) and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the “Code of Conduct / Safety Rules” of “Forge Elite Athletic Development” and the “Activities” that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense*and by being aware of his/her surroundings.**

**If, while participating in the “Activities”, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardize Participant’s personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the “Activities” and immediately bring said hazard or condition to the attention of the “Host”.**

***PLEASE NOTE: (Forge Elite Athletic Development)*** *reserves the right to…*

* *Refuse service to anyone.*
* *Remove from the premises anyone using vulgar or offensive language or gestures or conducting themselves in any inappropriate manner.*
* *Remove from the premises anyone not following (Code of Conduct / Safety Rules) of “Host”.*
* *Change booked days and/or times as necessary.*
* *Consider Team, Participant(s) & Individual Requests as much as possible but cannot guarantee fulfillment of requests.*
* *Consider requests to reschedule without interference of, or a guarantee the rescheduled request will or can be fulfilled.*
* *Refuse to refund or transfer any and all deposits made.*

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the “Host” and its counsel in any proceeding.

***I Have Read and Understand This Agreement and I Am Aware That by Signing Below I Will Be Giving Up Substantial Rights and May Be Waiving Certain Legal Rights, Including the Right to Sue.***

All Participant(s) registering, agree to receive emails and future solicitations from “Forge Elite Athletic Development”

**Signed Waiver**

I accept all Forge EAD terms & conditions required to use space.

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Signature Date