

PERSEVERANCE ATHLETICS
Athlete Waiver/Release Form ("Agreement")

IN CONSIDERATION of being permitted to participate in any way, in any amateur athletic league OR Perseverance Athletics activity ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin I (We):

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. **2. FULLY UNDERSTAND** that: (a) ATHLETIC ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these risks and dangers may be caused by my own actions or inactions, the actions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable a this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity. **3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** any of the amateur athletic leagues including it's parent companies and related affiliated and subsidiary companies of each, as well as the officers, directors, agents, coaches, officials, administrators, members, volunteers, participants, sponsors, advertisers, and, if applicable owners and leasers of the premises on which the Activity takes place, and any other party indemnified and held harmless by Perseverance Athletics staff (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RECREATIONAL OPERATIONS AND ACTIVITIES; AND I FURTHER AGREE that if, despite this claim against any of the Releasees, I WILL NOT INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expense, attorney fees, loss, liability, damage or cost which may incur as the result of such claim.

AGREEMENT TO PARTICIPATE

I, or we, grant to the Directors, Coaches, Assistants, or assigned chaperones of this event (Perseverance Athletics) to act as guardians/spokespersons in granting permission for emergency treatment/hospitalization (including anesthesia) if necessary for my child en route to or from, or at the site of a Perseverance Athletics event, or hospital/medical facility. I understand that should a health emergency arise, there will be an attempt to notify me, but if I cannot be reached by telephone, such medical treatment as deemed necessary by competent medical personnel is authorized. I hereby state that to the best of my knowledge the following information is true and correct.

PERSONAL PHYSICIAN'S NAME: _____ **PHONE:** _____

I am presently taking the current medications: _____ **ALLERGIES:** _____

I hereby authorize Perseverance Athletics, to allow the reproduction, dissemination, and/or publication of my name and likeness for media coverage, public relations, or any other purpose which may involve the use of photographs, films and/or video tape recording. This is to be done in conjunction with my participating in any Perseverance Athletics event and I understand I will not receive any payment for the possible commercial use of my name or likeness.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT

Printed Name of Participant/Guardian

Date

Signature of Participant/Guardian

Phone

MINOR RELEASE: AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF ATHLETIC ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES. ATTORNEY FEES, LOSS OF LIABILITY, DAMAGE OR ANY COST THAT MAY INCUR AS THE RESULT OF ANY SUCH CLAIM. I FURTHER AGREE TO ALL WHICH IS STATED ABOVE.

Printed Name of Participant/Guardian

Date

Signature of Participant/Guardian

Phone

Address/City/State/Zip: _____

NOTARY

DATE