



## RELEASE OF LIABILITY

### READ CAREFULLY

I, \_\_\_\_\_ (guardian), legal guardian over \_\_\_\_\_ (minor), certify that in exchange for minor's participation in any program associated with Advancement Through Athletics (ATA), agree to the following:

1. **Agreement to Follow Directions.** Guardian and minor agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by ATA, or the employees, representatives, or agents of ATA. Guardian, minor, and anyone who claims to be representatives on behalf of minor release and forever discharge ATA, or the employees, representatives, or agents of ATA, in their individual and/or corporate capacities from causes of action of any nature and kind, known or unknown, which guardian and minor may have against ATA, or the employees, representatives, or agents of ATA arising out of or relating to any injury, loss, or damage to

person and property that may be sustained as a result of participation in any program associated with ATA.

2. **Assumption of the Risks and Release.** Guardian and minor recognize that there are certain inherent risks associated with the above described program, including risk of physical or psychological injury, pain, suffering, illness, disfigurement, or another injury, and guardian and minor assume full responsibility for any injury to the minor and further release and discharge Panthera Elite Training & Performance (PETP) and/or ATA, its employees, representatives, or agents for injury, loss, or damage arising out of minor's use of or presence upon the facilities of PETP, Shortridge High School, or another facility that partners with ATA, whether caused by the fault of minor, ATA, or other parties associated with the ATA's program.
3. **Indemnification.** Guardian and minor agree to indemnify and defend ATA, its employees, representatives, or agents against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from minor's use or presence upon the facilities of PETP, Shortridge High School, or another facility that partners with ATA.
4. **Fees.** Guardian and minor agree to pay for all damages to the facilities of PETP, Shortridge High School, or another facility that partners with ATA caused by any negligent, reckless, or willful actions by either the guardian or minor.
5. **Applicable Law.** Any legal or equitable claim that may arise from minor's participation in the above shall be resolved under Indiana law. Specifically, in Marion County, Indiana.
6. **No Duress.** Guardian and minor agree and acknowledge that guardian and minor are under no pressure or duress to sign this Release of Liability, and that guardian and minor have been given a reasonable opportunity to review it before signing. Guardian and minor further agree and acknowledge that guardian and minor are free to have their own legal counsel review this Release of Liability if they so desire. Guardian and minor further agree and acknowledge that ATA has offered to refund any fees generated in 2022 guardian has paid to participate in any program associated with ATA if guardian and minor choose not to sign this Release of Liability.
7. **Arm's Length Agreement.** This Release of Liability and each of its terms are the product of an arm's length negotiation between guardian, acting on behalf of minor, and the President of PETP and/or the owner and/or representatives of ATA. In the event any ambiguity is found to exist in the interpretation of this Release of Liability, or any of its provisions, guardian PETP, and ATA, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. **Enforceability.** The invalidity or unenforceability of any provision of this Release of Liability, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Release of Liability, or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Release of Liability.
9. **Dispute Resolution.** The parties, guardian, acting on behalf of minor, and the President of PETP and/or the owner and/or representative of ATA, will attempt to resolve any dispute arising out of or relating to this Release of Liability through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Release of Liability will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by Indiana law.

10. **Emergency Contact:** In case of an emergency, please call:

Name: \_\_\_\_\_  
Number: \_\_\_\_\_

*Signature Page to Follow*

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS EFFECTIVE THE DATE THIS DOCUMENT WAS SIGNED.**

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Signature of Minor

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Date

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Printed Name of Minor

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Signature of Parent or Guardian

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Date

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Printed Name of Parent or Guardian

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Address for Guardian and Minor

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Shioma "Sho" Obemeata, MS, CSCS  
President, Advancement  
Through Athletics  
Founder, Panthera Elite Performance

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Date