

## ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

In exchange for being permitted to participate in events, activities and/or training (including but not limited to the following types of activities: volleyball, basketball, baseball/softball, field hockey, soccer or fitness training), organized by or held at the property and facilities of Camp Hill Sports Center, LLC, ("CHSC") I agree for myself and, if applicable, for the members of my family to the following:

1. **Acknowledgement and Acceptance of Risk.** I acknowledged that the risk of injury while participating or attending events, activities and/or training at CHSC is significant and that there are certain inherent risks associated with those events, activities and/or training, including the potential for permanent paralysis and death. I expressly accept and assume all the risks existing in the events, activities and/or training and willingly and voluntarily agree to participate in the events, activities and/or training.

2. **COVID-19 Acknowledgement, Acceptance of Risk, Release.** I understand that COVID-19 is extremely contagious and has been declared a worldwide pandemic and a national health emergency in the United States. I acknowledge the contagious nature of COVID-19 and that because CHSC is open for use by other individuals, I and my family members may be at higher risk of contracting COVID-19. *I acknowledge that preventative measure implemented by CHSC to reduce the spread of COVID-19 cannot guaranty that I or my family members will not become infected with COVID-19. I certify that neither I nor any of my family members will enter or be present at CHSC if experiencing any symptoms of COVID-19 or have had exposure to an individual with a confirmed or suspected diagnosis of COVID-19 in the prior 14 days. I and my family members agree to comply with CDC Guidelines and CHSC policies and rules, including but not limited to guidelines, signage, and instructions. I acknowledge that by signing this document, the release and indemnification in this document apply to injury, illness, liabilities, expenses, loss, claims or damages in any manner related to the risks acknowledged and accepted in this paragraph.*

3. **Release.** I assume full responsibility for personal injury to myself and, if applicable, my family members. I **RELEASE, WAIVE AND DISCHARGE ANY AND ALL CLAIMS THAT I, MY HEIRS, ASSIGNS OR PERSONAL REPRESENTATIVE MAY HAVE NOW OR IN THE FUTURE AGAINST CHSC, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, INSURERS, AFFILIATES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, OTHER PARTICIPANTS AND TEAMS (collectively "RELEASEES") FOR ANY LIABILITY, EXPENSES, LOSSES OR DAMAGES TO PERSON OR PROPERTY, INJURY, DEATH OR DISABILITY ARISING OUT OF MY OR MY FAMILY'S PARTICIPATION IN EVENTS, ACTIVATES AND/OR TRAINING OR PRESENCE AT THE FACILITIES OF CHSC WHETHER CAUSED BY THE FAULT OF MYSELF, MY FAMILY, CHSC OR A RELEASEE, INCLUDING NEGLIGENCE ON THE PART OF CHSC OR A RELEASEE.**

4. **INDEMNIFICATION.** I **AGREE FOR MYSELF AND MY HEIRS, ASSIGNS OR PERSONAL REPRESENTATIVE TO INDEMNIFY AND DEFEND CHSC AND THE RELEASEES 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 MY OR MY FAMILY'S PARTICIPATION IN EVENTS, ACTIVITIES AND/OR TRAINING OR PRESENCE AT THE FACILITIES OF CHSC.**

5. **Medical Fitness and Medical Authorization.** I certify that I am physically and mentally fit to participate in events, activities and/or training and have not been advised by a medical professional not to participate in events, activities and/or training as such are offered at CHSC. I consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during my participation in events, activities and/or training at CHSC. I certify that I have current medical/health insurance to cover any injuries that I may sustain during my participation in events, activities and/or training at CHSC or will be financially responsible for medical treatment.

6. **Insurance.** I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in events, activities and/or training at CHSC facilities or else I agree to bear the costs of such injury or damage myself. I agree to pay for all damages to the facilities of CHSC caused by any negligent, reckless, or willful action by me or my family.

7. **Applicable Law and Venue.** This Acknowledgement of Risk, Release of Liability and Indemnification Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue for any disputes arising out of or related to the any person's participation in events, activities and/or training or presence at the facility shall be brought exclusively in the Court of Common Pleas of Cumberland County or the Federal District Court for the Middle District of Pennsylvania.

8. **Entire Agreement.** This Acknowledgement of Risk, Release of Liability and Indemnification Agreement contains the entire agreement between the undersigned and CHSC concerning the subject matter of this Acknowledgement of Risk, Release of Liability and Indemnification Agreement and will remain in effect and unless

and until terminated or replaced by a new written agreement. If any provisions of this Acknowledgement of Risk, Release of Liability and Indemnification Agreement or the application of such provisions, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Acknowledgement of Risk, Release of Liability and Indemnification Agreement shall remain in full force and effect.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS. I acknowledge that I am under no pressure to duress to sign this Acknowledgement of Risk, Release of Liability and Indemnification Agreement and I have been given ample opportunity to review it or have legal counsel of my own review it before signing.**

\_\_\_\_\_  
Participant's Name

\_\_\_\_\_  
Age

\_\_\_\_\_  
Birthdate

This is to certify that I am the parent or guardian of the minor participant named above, having legal responsibility for this minor, and I do hereby consent (with the approval of my spouse, if any) to the minor's participation in events, activities and/or training at CHSC and agree to the terms and conditions, acknowledgements, releases, warranties, representations, indemnity, waivers and assumptions contained in this Acknowledgement of Risk, Release of Liability and Indemnification Agreement on behalf of myself, the minor, any other parent or guardian of the minor and our heirs, assigns and personal representatives. I agree to give up my rights, the minor's rights, and the rights of any other parent or guardian to maintain any claim or suit against CHSC and the Releasees arising out of the minor's participation in the events, activities and/or training or presence and the presence of myself or other family members at CHSC's facility. I believe and represent that I have legal authority to make these waivers and releases and I agree to indemnify and defend CHSC and the Releasees for all liability arising out of any lack of authority on my part to make such waivers and releases.

\_\_\_\_\_  
Parent/Guardian Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature & Date

### **PHOTOGRAPHY RELEASE**

I agree to allow CHSC to record and publish photos and videos (including audio) of my minor/myself or other family members for the purpose of promoting CHSC and for documenting and/or reporting events and activities. I understand photographs, video, and/or audio tape recordings may be taken of myself and/or family members at practice, during competition, recreational play, as well as other CHSC related events. I understand that this media will be produced and used for promotional purposes, and I authorize CHSC to use my/our photograph, video and/or audio recording on its Website and social media platforms, such as Facebook, Twitter, YouTube, FourSquare and Pinterest, etc. as well as other printed publications without further consideration.

**I HAVE READ THIS PHOTOGRAPHY RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Participant's Name

\_\_\_\_\_  
Age

\_\_\_\_\_  
Birthdate

\_\_\_\_\_  
Parent/Guardian Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature & Date