

**Schuyler Sports Complex, LLC**  
**Participation Agreement and Waiver and Release**

Participant's Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work/Parent Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Team or Organization (if applicable): \_\_\_\_\_

Please read this Participation Agreement and Waiver and Release (this "Agreement") carefully. It must be signed by all (1) participants in the sports and activities offered by or which take place at the Schuyler Sports Complex, LLC ("SSC") facility (the "Facility"), (2) those who use the Facility and/or any of equipment, whether owned by SSC, participant or any other party ("Equipment") at the Facility, (3) non-staff members coaching, instructing, observing or assisting the sports or activities at the Facility, and (4) and persons otherwise on the premises of the Facility whose agreement to the terms of this Agreement is required by management of SSC. If the participant is a minor, at least one parent or legal guardian must sign below as evidence of his/her agreement to the terms and conditions of this Agreement for themselves and on behalf of the minor participant.

In consideration of being allowed to coach, instruct, observe, assist and/or participate in any way and/or enter upon, use and/or engage in any and all sports and other activities at the Facility, including, but not limited to, participation in practices, camps, clinics, events, and any other licensed or permitted uses, and to utilize the Facility and any Equipment, the undersigned:

- Agrees that, prior to participating, the undersigned will inspect the Facility and Equipment, and if the undersigned believes anything to be unsafe or unfit, the undersigned will immediately advise a representative of SSC of such condition(s) and not use the Facility or Equipment at issue;
- Acknowledges and fully understands that the undersigned will be engaging in activities that involve risk of personal and bodily injury, including, but not limited to, permanent disability and death, and severe social and economic losses which might result not only from the undersigned's own actions, but also the inactions or negligence of others, the rules of play, or the condition of the Facility or of any Equipment used, and that such risks cannot be eliminated regardless of the care taken to avoid injuries;
- Acknowledges that there may be other risks not known, or not reasonably foreseeable at this time, relating to the undersigned's participation in any sports or activities and/or use of the Facility and/or Equipment, and that it is the undersigned's sole responsibility to elect not to participate in any sports or activities or use the Facility and/or any Equipment if the undersigned deems the associates risks to be too high;
- Assumes and accepts all the foregoing risks and accepts personal responsibility for any and all damages which may follow such injury, permanent disability, or death, and accepts responsibility for the full amount of any medical and other expenses, and agrees that SSC will have no responsibility for such expenses;
- Understands that participation in any activities at the Facility and/or use of Equipment will potentially involve (among other things) strenuous physical activities. The undersigned further acknowledges that SSC has not performed any health screening to determine the undersigned's fitness to participate or use the Facility and/or Equipment, and that the undersigned is solely responsible for determining, based on the undersigned's prior medical history and any other factors the undersigned deems relevant, whether the undersigned will participate and/or use the Facility and/or Equipment;
- Irrevocably and unconditionally releases and forever discharges SSC and its members, officers, administrators, directors, coaches and other employees, agents, sponsors, advertisers, lessors, successors and assigns (collectively, "Releasees") from any and all claims the undersigned may have in the future, waives all such claims, and agree not to sue the Releasees for any such claims, arising out of the undersigned's coaching, instructing, observing, assisting and/or participation of, with or in any sports or activities and/or use of the Facility and/or Equipment, including, but not limited to, any and all claims arising out of the negligent acts or omissions of any or all of the Releasees or others. Further, the undersigned agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the Releasees from any and all liabilities, damages, losses, claims, and/or causes of action arising out of or in connection with the undersigned's coaching, instructing, observing,

assisting and/or participation of, with or in any sports or activities and/or use of the Facility and/or Equipment. In addition, to the fullest extent of the law, the undersigned hereby agrees to indemnify, defend and forever hold harmless the Releasees from any liabilities, damages, losses, claims and/or causes of action brought by any person or entity in connection with or arising out of (a) the undersigned's coaching, instructing, observing, assisting and/or participation of, with or in any sports or activities and/or use the Facility and/or Equipment, or (b) the undersigned's acts or omissions or other culpable conduct while the coaching, instructing, observing, assisting and/or participating of, with or in any sports or activities and/or using the Facility and/or Equipment;

- Agrees to observe and comply with all applicable policies, procedures, rules, guidelines, posted signage, and requirements of SSC while present on SSC's premises and while coaching, instructing, observing, assisting and/or participating of, with or in any sports or activities and/or using the Facility and/or Equipment. The undersigned understands that failure to observe and comply with all such policies, procedures, rules, guidelines, posted signage and requirements may result in, among other things, termination of the undersigned's right to use the Facility and/or Equipment;
- Consents to the reproduction and use by SSC and its assignees of photographs, videos and other images and sound recordings of the undersigned, without compensation, for commercial, advertising or other purposes in any and all media now existing or hereafter developed. The undersigned releases SSC and Releasees from liability for any violation of any personal and/or proprietary right the undersigned may have in connection with such reproduction or use; and
- Understands and agrees that (a) that this Agreement is written and intended to be as broad and inclusive as legally permitted under applicable law, (b) that if any portion of this Agreement is held invalid or unenforceable, the undersigned will continue to be bound by the remaining terms, (c) this Agreement shall be binding upon the undersigned and the undersigned's successors, executors, personal representatives, heirs and assigns, and (d) this Agreement shall be interpreted according to the laws of the State of New York.

By signing below, the undersigned acknowledges that he/she has read, understands and agrees to the terms of this Agreement and that by agreeing to the terms hereof, understands that he/she is giving up substantial rights, and does so freely and voluntarily.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IF THE PARTICIPANT WHO SIGNED THIS AGREEMENT ABOVE IS UNDER THE AGE OF 18 OR LACKS LEGAL CAPACITY TO SIGN THIS AGREEMENT, ONE OF PARTICIPANT'S PARENTS OR LEGAL GUARDIANS MUST ALSO SIGN THIS AGREEMENT BELOW. THE SIGNATURE OF A PARENT OR GUARDIAN SHALL CONSTITUTE (1) THE PARENT OR GUARDIAN'S AGREEMENT TO THE TERMS OF THIS AGREEMENT ON BEHALF OF SUCH PARTICIPANT, AND (2) HIS OR HER AGREEMENT TO THE WAIVER, RELEASE OF LIABILITY AND COVENANT NOT TO SUE PROVISIONS SET FORTH ABOVE WITH RESPECT TO ANY RIGHTS HE OR SHE MAY HAVE OR SUBSEQUENTLY ACQUIRE RELATING TO PARTICIPANT'S PARTICIPATION OR THE TERMS OF THIS AGREEMENT.**

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relationship to Participant: \_\_\_\_\_