Crossroads Tigers Youth Athletics

# RELEASE OF LIABILITY

Agreement to Waiver of Claims

 

Release of Liability and Agreement to Waiver of Claims

In consideration of acceptance as a Participant in the Crossroads Tigers Youth Athletics (hereafter the “CTYA”), the undersigned Participant (hereafter “Participant”) and participant’s parent(s) or legal guardian(s) agree to the following Waiver of Claims and Liability Release (hereafter the “Waiver and Release”), which will cover events occurring from the time the Participant commences participation in CTYA until the termination of participation therein.

WAIVER OF CLAIMS AND LIABILITY RELEASE

It is the intent of the undersigned Participant and Participant’s parents or legal guardians to release Crossroads Tigers Youth Athletics, and each of its respective affiliates, officers, directors, agents, sponsors, coaches and employees collectively from any claims or liability to the fullest extent possible under the law, and to advance that intent the undersigned hereby agrees as follows:

1. WE UNDERSTAND AND HEREBY ACKNOWLEDGE THAT THE GAME OF

FOOTBALL OR CHEERLEADING ARE CONTACT SPORTS THAT PRESENTS THE INHERENT RISK OF SERIOUS BODILY INJURY, AND OUR WAIVER AND RENUNCIATION OF CLAIMS IN THIS AGREEMENT EXPRESSLY APPLY TO ANY BODILY INJURY, DAMAGE, OR ACCIDENT THAT MAY BE SUFFERED BY PARTICIPANT OR OTHERS RESULTING FROM THE PARTICIPANT’S PARTICIPATION IN THE GAME OF FOOTBALL OR CHEERLEADING IN CONNECTION WITH CTYA. I

KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.

1. We the undersigned, as a Participant in and the parents or legal guardians of a Participant in CTYA, hereby waive and renounce any claims against CTYA, or any other person participating in CTYA, including without limitation any claims based on negligence, for any injury to the Participant or others, loss damage, sickness, accident, delay, or expenses of any kind whatsoever resulting from the Participant’s participation in CTYA.

1. We also agree to hold harmless CTYA from any and all claims arising out of the equipment or uniform supplied to Participant for use in CTYA, or the equipment or other materials used by CTYA staff in implementing the Football or Cheerleading.

1. We understand and acknowledge that CTYA does not guarantee the security or safety of Program sites, of the areas adjacent to and surrounding Program sites, or of any areas Participants may traverse on their way to or from program sites. We release CTYA from any and all claims arising out of accidents or events caused by a Participant or third parties not associated with CTYA, which incidents could occur on Program sites, in areas adjacent to or surrounding Program sites, or in areas traversed by Participants traveling to our Program sites. We further release CTYA from liability for any damage or injury that may occur as a result of the surface or condition of the Program site itself (e.g. the football playing field), or the condition of facilities or equipment used at the site.

1. We recognize that the Participant must obey the instructions of coaches, their assistants, and any other CTYA staff, and we have instructed the Participant to obey said coaches and other CTYA staff. We understand and acknowledge that CTYA staff reserve the right to terminate the participation in the Program of any Participant whose conduct may be considered by CTYA, in their sole discretion, to be detrimental to or incompatible with the interests and security of CTYA or sports program. In the event of any such action by CTYA, we understand and acknowledge that we will have no right to any compensation or damages from CTYA.

1. We represent and confirm that the Participant has undergone, or will undergo prior to commencement of his/her participation in CTYA, a full and comprehensive physical examination administered by a Board-certified physician who will supply to CTYA a letter certifying, on the basis of aforementioned physical examination, that the Participant is physically fit to play in the sports of full-contact football or cheerleading.

1. We further understand that should any medical services be provided or made available to the Participant in connection with his participation in CTYA, the provision or availability of which CTYA does not sponsor or guarantee, CTYA does not warrant or make any representation concerning the adequacy or continuation of such medical services, nor can CTYA be deemed responsible or held liable for any claims arising out of the provision of such medical services or the failure to provide or to continue to provide such medical services.

1. We also understand that CTYA cannot be held liable for any other services provided in connection with the CTYA, including without limitation any coaching, counseling, transportation, or security services.

1. I/We on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the Crossroads Tigers Youth Athletics, their officers, officials, coaches, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity (“Releases’”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

1. If any portion of this Waiver and Release is declared invalid or unenforceable by a final judgment of any court of competent jurisdiction, we hereby agree that such determination shall not affect the balance of this Waiver and Release, but this Waiver and Release shall remain in full force and effect, as such invalid portion shall be deemed severable.

I HAVE READ THIS RELEASE OF LIABILITY AND AGREEMENT TO WAIVER OF

CLAIMS AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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Participant’s Signature Age Date Signed

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Participant’s First Name Printed Participant’s Last Name Printed

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

## (UNDER 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child’s involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent/Guardian’s Signature Emergency Phone Date Signed