

FUNDAMENTAL ATHLETICS ACADEMY

FUNDAMENTAL ATHLETICS ACADEMY, LLC RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

As Legal Guardian of the below named athlete(s), I desire to have them participate in the activities offered by FUNdamental Athletics Academy, LLC. I understand those activities to include, but not be limited to, all aspects of sports, tumbling, training and competition. I understand that these activities are athletic, and it is my intent to have my athlete(s) participate in the activities at the level being offered. I certify my athlete(s) is/are in good health and physically fit and able to participate in the activities offered by FUNdamental Athletics Academy, LLC, and I understand FUNdamental Athletics Academy, LLC does not evaluate whether athlete(s) are fit and able to participate.

I am aware and fully understand that these activities may be dangerous. They involve the risk of damage, serious injury and even death, both to my athlete(s) and to others. I understand that there are many potential causes for property damage, serious injury and death including the negligence of FUNdamental Athletics Academy, LLC, its owners, employees, staff, medical personnel and equipment as well as my athlete(s) own negligence and the negligence of others. In consideration of being permitted to participate in the activities offered by FUNdamental Athletics Academy, LLC, I hereby agree to release, waive, discharge and covenant not to sue FUNdamental Athletics Academy, LLC, its owners, agents, employees, staff, or medical personnel from all liability from any and all loss or damage I may have and any claims or demands I may have on account of injury to my athlete(s) and property or the person and property of others, including death, arising out of or related to the activities offered at FUNdamental Athletics Academy, LLC whether caused by the negligence of FUNdamental Athletics Academy, LLC, its owners, agents, employees, staff, medical personnel, or otherwise.

I agree to comply with all stated and posted safety rules, signs, and verbal instructions of staff as conditions for participation in the activities offered by FUNdamental Athletics Academy, LLC.

I give consent to FUNdamental Athletics Academy, LLC, to render first aid in the event of injury or illness, and to seek emergency medical services including ambulance and hospital care, and I agree to be responsible for all related medical expenses and costs. I understand staff members are not doctors or medical practitioners of any kind.

In consideration of my athlete(s) being permitted to participate in the activities offered at FUNdamental Athletics Academy, LLC, I hereby agree to indemnify and save and hold harmless FUNdamental Athletics Academy, LLC, its owners, agents, employees, staff, and medical personnel from any loss, liability, damage, or cost they may incur arising out of claims generated while in activities at FUNdamental Athletics Academy, LLC whether caused by their negligence or otherwise. In consideration of being permitted to participate in the activities offered by FUNdamental Athletics Academy, LLC, I agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by FUNdamental Athletics Academy, LLC, its owners, agents, employees, staff, and medical personnel, including, but not limited to, negligence, dangerous condition, latent defect, premises liability, code violations, negligent security, failure to warn, vicarious liability, negligent hiring and employment, negligent supervision, maintenance defects, improper and dangerous equipment and negligent medical treatment and is intended to be as broad and inclusive as is permitted by Nebraska law and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS FOR MYSELF AND ON BEHALF OF MY ATHLETE(S) BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant Name: _____, _____, _____

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____ **Date:** _____

Parent/Guardian Email: _____