

Assumption of Risk / Waiver of Liability Indemnification Agreement



(READ BEFORE SIGNING)

Horizons Edge Sports Campus ("EDGE") is committed to providing opportunity and facilities at **Horizons Edge Sports Campus** to enhance participants' skills and enrich lives. EDGE activities embody the values of participation, sportsmanship, and healthy living. *Participant safety is a top priority* and it is important that the ADULT PARTICIPANT or MINOR PARTICIPANT & PARENT/GUARDIAN, ["Participant/Parent"] understand that all activities include inherent risks.

Inherent Risks in *EDGE* Sports Activities include, but are not limited to: falls, trips, striking floor or hard surface, imperfect playing surfaces, collisions, being struck by objects, equipment malfunction, contact with co-participants or competitors, weather, and wildlife.

Other inherent risks result from human error, and may include, but are not limited to: over-exertion, reckless or negligent actions, failure to follow instructions, and attempting action without supervision or spotter.

The Participant/Parent needs to understand that various types of injuries can occur. These injuries can be minor, such as muscle soreness, headaches, sprains, abrasions, cuts, black eyes, blisters, and bruises. The injuries, however, can be more serious, such as broken bones, concussions, joint injuries, eye injuries, cuts, and broken teeth. In rare cases, the injuries can be catastrophic, resulting in heart attack, stroke, permanent disability, brain injury, paralysis, blindness, and even death.

Assumption of Inherent Risks: I, the Participant/Parent, have read the preceding paragraphs informing and reminding me of the risks of *EDGE* activities. I understand that all *EDGE* activities include inherent risks that cannot be totally eliminated regardless of the care taken by *EDGE*. I am aware and understand the types of injuries inherent in *EDGE* activities. I hereby assert that participation is voluntary and the Participant/Parent knowingly assumes all inherent risks of the activity.

Waiver of Liability for Ordinary Negligence of *EDGE*: In consideration of permission to participate in *EDGE* activities, today and on all future dates, I, the Participant/Parent, on behalf of myself, my spouse, heirs, and legal representatives ("Releasing Parties") do hereby waive, release, covenant not to sue and discharge Horizons 251, LLC d/b/a Horizons Edge Sports Campus (*EDGE*), [external host (if any), corporate partners, directors, board members, officers, employees, volunteers, independent contractors, agents, and equipment suppliers] ("Protected Parties") from liability from any and all claims, demands, and actions of every name and nature.

Indemnification: I, the Participant/Parent, also agree to hold harmless, defend, and indemnify *EDGE* and other Protected Parties (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) from any and all claims of Releasing Parties or others acting on behalf of Participant/Parent, arising from participation in *EDGE* activities or presence on the premises.

Acknowledgements to Promote Participant Safety:

Health Status. The Participant/Parent affirms that he or she:

- Possesses no health problems or physical disabilities that would make participation unwise or risk injury.
- Understands that *EDGE* advises all participants to seek medical clearance prior to participation.
- Understands that it is his or her duty to inform staff and cease participation immediately if there is any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, or chest pains) during participation.
- Possesses sufficient skills, experience in the activity, coordination, and fitness to safely participate.

Medical Care. The Participant/Parent affirms that he or she authorizes:

- The use of first aid, CPR and/or an AED by *EDGE* authorities if *EDGE* deems it is needed.
- *EDGE* to secure emergency medical care and transport if deemed necessary and agrees to assume all cost of emergency care and transportation.

Rules and Safety. The Participant/Parent agrees to:

- Report all injuries (even minor injuries) so that *EDGE* may make a record of the injury.
- Wear all recommended safety gear during participation.
- Follow all rules of the activity and of *EDGE*.
- *EDGE* having authority to halt my participation if it endangers the participant or others.

Photo/Video Release. The Participant/Parent affirms:

- *EDGE* has permission to take photos and/or videos of the participant during *EDGE* activities and may use such for promotion, advertising, and marketing.

Clarifying Clauses: I, the Participant/Parent confirm that:

1. I understand that this is the entire agreement between *EDGE* and me and that it cannot be modified or changed in any way by representations or statements by any agent or employee of *EDGE*.
2. The foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement, is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.
3. If legal action is brought, either the appropriate state trial court for Rockingham County, Virginia, or the United States District Court for the Western District of Virginia has the sole and exclusive jurisdiction and that only the substantive laws of Virginia shall apply.
4. I will engage in good faith efforts to mediate any dispute that might arise. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of participation in *EDGE* shall be submitted to binding arbitration.

I assert that I am voluntarily signing this agreement.

Adult Participant	Participant Name (Please Print)	
	Signature	Date
	Emergency Contact Person	Phone #
Minor Participant (Parent or Guardian) I certify that I am the parent or legal guardian of the minor participant listed below and understand that I am legally bound by this agreement. I also understand that if I am NOT the parent or legal guardian, I am making myself legally and financially liable for injury or loss suffered by the minor. <i>***Further, I, the PARENT/GUARDIAN, assert that I have explained the risks of the activity to my minor son or daughter and that the MINOR PARTICIPANT understands this Agreement.</i>	Participant Name (Please Print)	
	Date of Birth	Age
	<input type="checkbox"/> Parent <input type="checkbox"/> Guardian (Please Print Name)	
	Signature	Date
	Emergency Contact Person	Phone #