

412 AMBASSADORS-SPORTS
WAIVER AND RELEASE OF LIABILITY

PARTICIPANT INFORMATION

NAME _____ DATE OF BIRTH _____
MAILING ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ EMAIL _____
EMERGENCY CONTACT (Optional)
 NAME _____
 RELATIONSHIP _____
 PHONE _____

PARENT/GUARDIAN INFORMATION

NAME _____
MAILING ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ EMAIL _____

WAIVER AND RELEASE

Terms and Conditions: You, for yourself or as the parent or guardian (“Parent”) of the minor child (“Participant”) that plans to participate in an activity (hereafter referred to collectively as “Participant/Parent”), for valuable consideration given, the receipt and sufficiency of which is hereby acknowledged, do hereby waive and release the following rights:

1. **WAIVER AND RELEASE.** The Participant/Parent releases 412 Ambassadors, a Pennsylvania non-profit corporation, HGS Management, Inc. and Harold G. Shapera (hereafter referred to collectively as the “Facility”), and all of its agents, employees, independent contractors, equipment suppliers, and members from any claims or responsibility for injuries suffered by the Participant/Parent in any activities or events conducted by the Facility, whether occurring within or outside of the Facility. The Participant/Parent knowingly assumes all risks associated with participation, even if arising from negligence of the participants or others.

2. **CERTIFICATION.** The Participant/Parent, certifies that: (i) the Participant/Parent (as appropriate) is at least 18 years of age or has reached the age of majority in the jurisdiction in which they live or reside and (ii) the Participant/Parent is, or their child is, in good physical condition and can participate in sports and related activities, and further agrees and warrants that at any time the Participant/Parent believes conditions to be unsafe, the Participant/Parent will immediately discontinue further participation for themselves or their child in the activity. If an emergency arises, the Participant/Parent authorizes the Facility’s staff to request and/or administer medical treatment to the Participant/Parent, or their child, if and as necessary.

3. ASSUMPTION OF INHERENT RISKS. The Participant/Parent for themselves or their child understands that all activities of Facility include inherent risks that cannot be totally eliminated regardless of the care taken by the Facility. The Participant/Parent acknowledges, understands, and appreciates the types of injuries inherent in the Facility's activities, and hereby knowingly assumes all inherent risks of such activities. Furthermore, the Participant/Parent, on behalf of himself or herself, his or her spouse, their heirs, personal representatives, and assigns (collectively "Releasing Parties") does hereby knowingly and voluntarily, fully and forever, waive, release, discharge and covenant not to sue the Facility for alleged liability from any and all claims arising from the negligence of the Facility and any of its current and former principals, directors, officers, employees, agents and representatives ("Protected Parties").

4. SCOPE. This Waiver and Release applies to personal injury, including death, from any incidents or illnesses arising from participation in the Facility's activities including, but not limited to recreational, practice, or competitive activity; events; organized or individual training and conditioning activities; tests; classes and instruction; individual use of facilities, equipment, locker room areas, and all premises, or attendance at such activities whether or not as a participant, including the associated sidewalks and parking lots, and to any and all claims resulting from the damage to, loss of, or theft of property (the inclusive activities).

5. INDEMNIFICATION. The Participant/Parent also agrees to hold harmless, defend, and indemnify the Facility, i.e., defend and pay any costs, including damages awarded, investigation costs, reasonable attorney's fees, and related expenses from any and all claims arising from the Participant/Parent's or their child's participation in the activities at the Facility. The Participant/Parent further agrees to hold harmless, defend, and indemnify the Facility against any and all claims of co-participants, rescuers, and others arising from the conduct of the Participant/Parent or their child in such activities.

6. CLARIFYING CLAUSES. The Participant/Parent confirms that this waiver supersedes any and all previous oral or written promises or agreements relating to the subject matter herein. The Participant/Parent understands that this is the entire agreement between the Facility and itself regarding waiver and acceptance of risk, and cannot be modified or changed in any way by representations or statements by any agent or employee of the Facility. The Participant/Parent understands the foregoing assumption of risk, waiver of liability, and indemnification agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect, and if legal action is brought, the appropriate trial court for the County of Allegheny, in the Commonwealth of Pennsylvania, has the sole and exclusive jurisdiction and that only the substantive laws of the Commonwealth of Pennsylvania, shall apply.

7. ACKNOWLEDGEMENT AND UNDERSTANDING. The Participant/Parent acknowledges that they have read and understand this Waiver and Release. The Participant/Parent acknowledges and understands that they are giving up substantial rights, including the rights of their child to sue for damages in the event of death, injury, or loss. The Participant/Parent acknowledges that it is voluntarily agreeing to these terms, conditions, waivers and releases and intends this agreement to be a complete release of all liability to the greatest

extent allowed by the laws of the Commonwealth of Pennsylvania. Finally, the Participant/Parent takes full responsibility for knowing and abiding by the rules of the Facility and understands and acknowledges that if they do not abide by the rules of the Facility, failure to do so may result in suspension from participation.

PARTICIPANT/CHILD

WITNESS

Signature _____

Name _____
(Print)

Name _____
(Print)

Date _____

Date _____

PARENT

WITNESS

Signature _____

Name _____
(Print)

Name _____
(Print)

Date _____

Date _____