

Visiting Athletes 2018-2019

Sport: _____

WYOMING SEMINARY

RELEASE AND WAIVER

FOR USE OF ATHLETIC FACILITIES

I, _____ (or on behalf of my minor child under 18 years of age)
_____ (“Participant”) hereby agree as follows:

Waiver and Release. I hereby release Wyoming Seminary, any affiliated entity, and all employees, students, volunteers, trustees, directors, officers, legal representatives, agents, administrators and assigns (collectively “Releasees”) from any and all claims, demands, suits, judgments, damages, losses, actions and liabilities of every sort and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or equity, that I may suffer or that my minor child/children may suffer at any time arising from or in connection with any activity or use of the School’s athletic facilities, including any injury, harm, damage or death to me or to my minor child/children, or me or to my minor child/children’s property (collectively “Liabilities”), **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES’ GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

I agree to defend, indemnify and hold each of the Releasees harmless from and against any and all Liabilities arising from the scope of the Release and Waiver. In entering into this Release and Waiver, I agree and understand as follows:

1. I recognize this Release and Waiver involves giving up my or my minor child’s rights to sue for injuries or losses.
2. I recognize this Release and Waiver is binding on myself, my heirs, executors, administrators and legal representatives, or those of my minor child’s.
3. I agree this Release and Waiver shall be governed for all purposes by Pennsylvania law.
4. I have read this entire Release and Waiver and I fully understand this Release and Waiver and acknowledge that I have had the opportunity to review this Release and Waiver with an attorney of my choosing. I agree to be legally bound by the Release and Waiver.

5.I understand there are general facility rules, which may be attached or may be provided or told to me, and such rules are a part of this Agreement, and I agree to comply with all such rules.

ATHLETE/PARTICIPANT CODE OF CONDUCT

- 1.I will follow and respect instructions from all coaches and staff members.
- 2.I will treat my fellow players, coaches and staff members with respect and play in a fair and safe manner.
- 3.I will use respectful language and refrain from breaking the law and any forms of violence.
- 4.I will respect others belongings and the facilities which are being used.

MEDICAL CONSENT: Releasees may not have medical personnel available at the location of the Program. In the event of any medical emergency, I (*initial one*) do _____/do not _____ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care that School personnel deem necessary for my safety and protection. Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. In the event that I experience any condition requiring emergency medical treatment, School personnel may direct that I be transported to the hospital for such care.

PERSONAL MEDICAL INSURANCE: I have my own personal medical insurance and am responsible for the cost of any and all medical services that I may require as a result of participating in the Program, except for medical costs arising from an injury that I sustain that is the direct result of Releasees' gross negligence or intentional misconduct.

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ACKNOWLEDGMENT: In consideration of my (or my minor child's) voluntary use of the facilities, services and programs at Wyoming Seminary (the "School"), I hereby fully and freely agree to enter into the following contractual representations, agreements and releases:

- 1.Participant intends to use some or all of the School's activities, facilities, programs or services related to one or more of the School's athletic programs or activities ("Program").

2.I fully realize the risks and dangers posed to Participant when participating in the Program, including but not limited to physical training and conditioning activities. I assume full responsibility for my participation in the Program and use of the School's facilities. I know that by participating in the Program I could sustain serious personal injuries for which protective equipment may be inadequate to prevent. My participation in the Program may result in serious bodily injury to me, including death, concussion, heart attack or heart injury, sickle cell disease and or other injuries as a consequence of not only any of the Releasees' actions, inactions, negligence or recklessness, but also the actions, inactions, negligence or recklessness of others, conditions of the equipment, facility conditions, weather conditions, improper officiating or refereeing, and/or negligent first aid operations. There may also be risks not known to me or not reasonably foreseeable. Any injury, illness, damage, disability, or death that I may sustain during or as a result of this Program is my sole responsibility, except as expressly stated otherwise in this Agreement.

3.I understand that as a Participant I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only the School's actions or inactions, but also the actions, inactions, negligence or fault of others.

4.I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL MISCONDUCT OR GROSSLY NEGLIGENT ACTS, and I assume full responsibility for Participant's use of the School's athletic activities, facilities, programs and/or services.

5.I understand the School's staff may not be licensed, certified or registered.

6.I attest that I, or my minor child, has/have no physical or mental condition(s) which, to my knowledge, would endanger myself and/or others.

7.I understand that this Release and Waiver must be signed by a parent or legal guardian of any Participant under 18 years of age participating in the Program.

Signature of Participant (18 years or older) _____

Print Name _____ Date _____

Signature of Parent/Legal Guardian for Participants under eighteen (18) years of age:

I certify that I have custody of Participant or I am the legal guardian of Participant by court order. I have read this Agreement and fully understand its terms as set forth in detail above.

Signature of Parent or Legal Guardian

Print Name _____ Date _____

Return completed Release to: _____ prior to (date) _____

Received by:

Signature of School Official _____ *Date* _____