

THE EDGE TRAINING ACADEMY & THE EDGE ARENA

Adult and Minor Participant Waiver/Release/Assumption of Risk Agreement

In consideration of participating in any way in the athletics/sports programs/leagues, and / or otherwise participating in or attending events or activities, at The Edge Training Academy or The Edge Arena, (hereinafter collectively referred to as “The Edge”) , the undersigned, both individually and on behalf of any minor for whom the undersigned is legally responsible:

1. I understand that The Edge has agreed to allow me to use its services, equipment and facilities on the condition that I sign the Participant Waiver / Release /Assumption of Risk Agreement and I agree to be bound by its terms.
2. I acknowledge and fully understand that each participant will be engaging in activities that by the inherent nature of the activity involve a risk of serious injury, including the potential of permanent disability and death, and understands and accepts that the server social and economic loss may result not only from his or her own actions, inaction, or negligence, as well as from the actions, inaction or negligence of others, the rules of play, and/or from any equipment in the facility or which is used in the normal course of such activity. The risks include, among other things, broken bones, sprains, strains, and other soft tissue injuries, bruises, abrasions, lacerations, dental injuries, concussions, spinal cord injuries and death. It should be noted that netting surrounding the fields are attached to wooden boards and connected by wire ties and cable clips.
3. I assume all the foregoing risks and accept responsibility for any injury, disability or death to me and/or my child, as well as, and any damages whether social or economic, arising from participation in any activity at or involving The Edge, inclusive of such harm arising from the conduct of others who are also participating therein. I also accept responsibility for any injuries or damages to me and/or my child arising while participating in any activity at The Edge which is caused by a reasonably foreseeable physical condition on the premises, although I do accept responsibility for any such harm arising from the physical condition of the netting paragraph 2.
4. I represent that I, or my child, am qualified, in good health and in proper physical condition to participate in activities at The Edge and hereby authorize any representative of The Edge, or medical provider, to seek medical attention on my behalf, or on behalf of my child, to ensure my well being, or the well being of my child, without any legal liability whatsoever, inclusive of any responsibility for any negligent rescue operations.
5. I understand that wearing safety equipment can reduce the risk of injuries and agree to provide my own safety equipment. It is my sole responsibility, or my child, to ensure that appropriate safety equipment is properly used when participating in any activities using The Edge services or facilities. I understand that I am solely responsible for my personal health and safety, and that of my child's, and my personal property.
6. I expressly agree and promise to accept and assume all of the risk existing in any activity involving the services, equipment or facilities of The Edge. My participation in any activity is purely voluntary, and I elect to participate in spite of the risk.
7. I release, waive, discharge and covenant not to sue The Edge, its affiliate clubs, administrators, members, directors, agents, coaches, referees, and/or other employees of The Edge, other participants, sponsoring agencies, sponsors, advertisers, owners and lessors/lessees of the premises used to conduct the event or activity in which I, or the minor participant for whom I am responsible, participate (all of which hereinafter referred to as releases), from any and all liability to each of the undersigned, his or her heirs and the next of kin, for any and all claims, demands, losses or damages on account of any injury, including death or damage to property, caused or alleged to have been caused, in whole or in part, by the releases or otherwise. I so agree independently on behalf of myself as to any claims I may have as a participant/spectator and/or as the parent or legal guardian of the subject minor/child, and separately on behalf of the subject minor/child.

8. I hereby authorize the use in any promotional materials of any photograph taken of me, or my child, while participating in any activity at The Edge.

9. I agree that all disputes arising from an injury or claim whatsoever at, or relating to, The Edge shall be resolved by mandatory arbitration. Should The Edge or anyone acting on their behalf be required to incur attorney's fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I/WE DECLARE THAT THE ABOVE AGREEMENT HAS BEEN READ AND UNDERSTAND THAT I/WE GIVE UP CERTAIN RIGHTS BY VOLUNTARILY SIGNING IT AND I/WE NEVERTHELESS DO SO. I/WE FULLY UNDERSTAND ITS TERMS AND AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR OTHER INDUCEMENTS TO SIGN

HAVE BEEN MADE APART FROM WHAT IS WRITTEN ON THIS FORM.

THIS IS A LEGALLY BINDING CONTRACT, PLEASE READ CAREFULLY BEFORE SIGNING

Athlete Name _____

Athlete Date of Birth _____

Athlete Signature (if 18 years of age or older) _____

Date _____

Parent/Legal Guardian Signature (if an athlete is a minor- below the age of 18) _____

Date _____