

# EDGE ATHLETICS CLUB

## SPORT PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

**Please read and be certain you understand the implications of signing.**

### **Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.**

I, \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with **basketball camp, skills development sessions, and shooting sessions**. I Acknowledge and fully understand that I will be engaging in a contact sport that might result in serious injury, including permanent disability or death, and severe social and economic losses due to, not only my own actions, inaction or negligence, but also to the action, inaction or negligence of others; the rules of the sport of basketball; or conditions of the premises or any equipment used. Further, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time.

**Inherent hazards and risks** include but are not limited to:

1. Broken bones (feet, ankles, legs, arms, fingers, collarbones, etc.).
2. Torn ligaments (ACL, MCL, Achilles tendons, etc.).
3. Torn cartilage (all joints).
4. Injuries to the head (concussion, cerebral hemorrhage, permanent brain injury, and long term loss of brain function, including potential changes to personality and loss or diminishment of cognitive function, control of extremities, and other bodily and sexual functions), neck, and back that may result in permanent disability and death.
5. Spinal and nerve injuries, including those resulting in pain, permanent disability, and the need for corrective surgery.
6. Eye injury and/or loss of sight (including detached retina).
7. Ear and eardrum injury (including loss of impairment of hearing capacity).
8. Loss of ability to play basketball in the future, including potential loss of collegiate scholarships, loss of recognition, loss of present or prospective economic advantage, loss of endorsements or prospective endorsements and related compensation, and loss of opportunity to play professional basketball and the potential income therefrom.
9. Injuries or damages of any sort resulting from negligent, intentional, or criminal acts made by other players, parents of players, spectators, fans, officials, or others, on the court, in vehicles, or elsewhere.
10. Property damage or loss, including stolen personal property (including personal items stolen from, practice venues, playing venues, vehicles, or other locations).

**\*I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.**

### **Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration for being permitted to participate in the above described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that:

- 1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees:**

Edge Athletics Club, Inc., , Our Lady of Lourdes High School, and the Poughkeepsie Day School

Page 1 of 2 as acknowledged by .....

*James C. Santoro*

Authorized Signature of Insured

January 1, 2010

Date

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

**FOR PARTICIPANTS OF MINORITY AGE:** This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ \_\_\_\_\_

Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have

\_\_\_\_\_  
Name of Parent or adult legal Guardian (Please Print)

\_\_\_\_\_  
Name of Minor (Please Print)

\_\_\_\_\_  
Date