

No Offseason, LLC

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND PARENTAL CONSENT AGREEMENT

IN CONSIDERATION of being permitted to participate in any way in any activity ("Activity") at the facility located on or about 904 Little Deer Creek Valley Road, Russellton PA 15076, 306 Chase Drive, Tarentum PA 15084, or 414 Route 228, Valencia PA 16059, operated by No Offseason, LLC (the "Company"), I, for myself, for my personal representatives, assigns, heirs, next of kin, and if applicable, minor child, execute this agreement ("Release") and hereby:

1. Acknowledge, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I shall immediately discontinue participation in the Activity;
2. Fully understand the risks associated with the Activity, which involve risks and dangers of serious bodily injury, including, but not limited to, illness, permanent or temporary disability, or death ("Risks"). I understand that participation in such Activity may involve close contact with other participants, which may result in the exposure to bacteria, virus, micro-organisms, or other illness-causing pathogens, including, but not limited to, exposure to strains of COVID-19, or similar coronavirus strains. Further, I understand that such Risks may be caused by my own actions or inactions, the actions or inactions of others, the negligence, actions or inactions of the Releasee, and/or may be caused by the conditions under which the Activity takes place or the type of Activity itself;
3. Fully accept and assume all such risks and all responsibility and liability for losses, costs and damages that I incur as a result of my participation and/or the participation of the minor engaged in the Activity;
4. Release, discharge, and covenant not to sue the Company, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and owner and lessor(s) of premises on which the Activity takes place (each considered one of the "Releasees" herein), from all liability, claims, demands, losses, damages caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and I further agree that, if, despite this Release, I or anyone on my behalf, makes a claim against any of the Releasees, I expressly agree to indemnify, hold harmless, and defend, to the fullest extent allowable under the law, any and all Releasees, their successors and assigns, against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney's fees, that are claimed or awarded against Releasees arising out of or resulting from, or alleged to arise out of or resulting from, the Activity or participation in the Activity; and
5. Expressly agree that this Release may be treated as a complete defense to any action or proceeding that may be brought, instituted, or taken by or on behalf of the undersigned, and shall forever be a complete bar to commencement or prosecution of any action or proceeding arising out of the Activity against any Releasees, their successors and assigns.

I, being the Participant, parent or legal guardian, have read this Release in its entirety, and fully understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Release is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Participant: _____ Phone: _____

Team Name: _____ Age Division: _____

Address: _____
(street address) (city) (state) (zip code)

Participant's Signature (only if age 18 or over): _____

Date: ____/____/____ Email Address: _____

MINOR RELEASE

And I, the undersigned, declare that I am the parent and/or legal guardian of the Participant, and to the same extent set forth in Section 1-5 above, understand the nature of the Activity, and assert that, given the Minor's experience and capabilities, that I believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity, and hereby release, discharge, covenant not to sue, indemnify, hold harmless, and defend each of the Releasees from all liability claims, demands, losses, or damages sustained by the minor, caused or alleged to be causes in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, the minor, or anyone on the minor's behalf makes a claim against any of the Releasees named above, I will indemnify, save, and hold harmless each of the Releasees against any litigation expenses, attorney's fees, loss liability, damage, or cost that may incur as the result of any such claim.

Printed Name of Parent/Guardian: _____

Address (if the same as the participant, write "SAME"):

(street address) (city) (state) (zip code)

Phone (if the same as the participant, write "SAME"): _____ Alt. #: _____

Date: ____/____/____ Email Address: _____

PLAYER MAY NOT TAKE THE FIELD OR PARTICIPATE IN THE ACTIVITY IN ANY WAY UNTIL THE FORM IS COMPLETED, SIGNED & SUBMITTED TO NO OFFSEASON SPORTS – NO EXCEPTIONS WILL BE MADE.