

# **WEST SIDE FOOTBALL ACADEMY, LLC**

## **STATEMENT OF AWARENESS, ASSUMPTION OF RISKS, AND RELEASE OF LIABILITY**

### **ACKNOWLEDGEMENT OF RISKS**

I am aware that in signing this document on my behalf, or on the behalf of my minor child and/or ward, for participation in **West Side Football Academy, LLC's** football camp, related events and activities (hereinafter "activity"), that certain elements of the activity are physically, mentally, socially and emotionally demanding. Furthermore, I understand that certain risks and dangers exist in this activity which may result in serious injury. These risks include, but are not limited to falls, slips, sprains, broken bones, contact with other participants, paralysis and even death. I am aware that these are just some of the known risks and that there are other risks inherent in this activity both known and unknown. I acknowledge that all dangers associated with the activity cannot be foreseen and all risks cannot be eliminated. I have a personal duty and responsibility to learn and follow all safety standards, guidelines and procedures. I also agree to act in a safe, responsible manner toward all other participants in the activity.

### **EXPRESS ASSUMPTION OF RISK AND PERSONAL PROPERTY**

I understand **all** dangers (hazards and perils) and inherent risks associated with the activity. I further understand that there may be other risks both known and unknown. I confirm that I am physically and mentally capable of participating in the activity. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of **West Side Football Academy, LLC** or others, and assume full responsibility for my participation.

### **RELEASE OF LIABILITY**

In consideration of the service and facilities provided, I, for myself, and for my minor child, do hereby release, waive, and discharge **West Side Football Academy, LLC**, its officers, employees, principals, directors, owners, agents, and volunteers, all of whom for the purpose of this release are referred to as "Releasees", from any and all liability to the undersigned's personal representatives, assigns, heirs, and next of kin, **for any and all injury, disability, death, or loss or damage to personal property, whether caused by the negligence of the Releasees or otherwise.**

### **IDEMNIFICATION**

The undersigned hereby agrees to indemnify, save and hold harmless the Releasees aforementioned for any loss, liability, damage or cost Releasees incur to the undersigned's participation in the above-described activity, whether caused by the negligence of the Releasees or otherwise, including but not limited to costs and attorney fees incurred as a result of defending any claim or demand made by the undersigned against Releasees.

### **SCOPE AND RELEASE AND IDEMNITY**

The undersigned expressly acknowledges and agrees that the activity is very dangerous and involves the risk of serious injury and/or personal property damage. The undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of Indiana, and that if any portion of

it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS STATEMENT OF AWARENESS, ASSUMPTION OF RISKS, AND RELEASE OF LIABILITY, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Minor Child's Name and Age \_\_\_\_\_

Minor Child's Name and Age \_\_\_\_\_

Minor Child's Name and Age \_\_\_\_\_

Minor Child's Name and Age \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE  
(UNDER AGE 18 –AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless to Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Emergency Phone Number(s)

\_\_\_\_\_  
Date Signed