

# Erie Premier Sports

TEAM NAME

## TEAM ROSTER FORM

DIVISION

TEAM CONTACT FULL NAME	ADDRESS	CITY	STATE	ZIP	PHONE	EMAIL

### WAIVER OF LIABILITY, INDEMNITY AGREEMENT AND ASSUMPTION OF RISK

**\*PLEASE READ THE FOLLOWING CAREFULLY AND SIGN. IF THE PARTICIPANT IS A MINOR (under 18), A PARENT OR GUARDIAN MUST SIGN.**

In consideration of permission to use, today and on all future dates, the property, facilities, and services of Erie Premier Sports. I, on behalf of myself, my heirs, personal representatives, or assigns do hereby release, waive, discharge and covenant not to sue Erie Premier Sports, its directors, officers, employees, volunteers, independant contractors, and agents from liability from any and all claims arising from both ordinary and gross negligence of Erie Premier Sports or any of the aforementioned parties. This agreement applies to 1) personal injury (including death) from accidents or illness arising from participation in Erie Premier Sports activities including but not limited to, organized activities, classes, observation, and individual use of the facilities premises, or equipment; and 2) any and all claims resulting from the damage to, loss of, or theft of property. (3) COVID - 19 assumption of risk: It is expressly agreed that all participation in activities shall be undertaken by me (us) and on behalf of our minor child, at my (our) sole risk, and that Erie Premier Sports/Tumble 84, it's officers, employees, coaches and representatives, shall not be liable for my (our) decision to participate in a program. I (we) understand that while Erie Premier Sports/Tumble 84 has made it clear that enhanced health and safety measures will be followed and are of the utmost importance — guests and participants still assume all the risk. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By signing up your son or daughter, you voluntarily assume all risks related to exposure to COVID-19.

**Indemnification and Hold Harmless:** I also agree to HOLD HARMLESS AND INDEMNIFY ERIE PREMIER SPORTS from all claims resulting from negligence and not reimburse them for any expenses incurred as a result of my involvement at Erie Premier Sports. I further agree to pay all costs and attorney's fees incurred by Erie Premier Sports in investigating and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that Erie Premier Sports is not responsible for the injury or loss.

**Severability and Venue:** the undersigned further expressly agrees that the foregoing waiver and assumption or risk agreement is intended to be as broad and inclusive as is permitted, by law of the State of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in Erie County, Pennsylvania.

**Acknowledgment of Understanding:** I have read this waiver of liability and indemnification agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law in the State of Pennsylvania.

FIRST NAME	LAST NAME	ADDRESS	CITY	STATE	ZIP	PHONE	DOB	PLAYER/PARENT SIGNATURE*	DATE

\*Parent or legal guardian must sign if player is under 18 years of age at time of league start date.