



# COOLSPRINGS

ELEVATE YOUR GAME

## INJURY RELEASE AND WAIVER

The individual named below (referred to as "I", "me", "my" or "Participant") desires to participate in certain activities or events (the "Activities") provided or hosted by CENTURY UNITED OF PITTSBURGH FOOTBALL CLUB, a Pennsylvania non-profit organization ("Company") at the Allegheny Health Network Sports Complex at Cool Springs, 3001 Cool Springs Drive, Bethel Park, Pennsylvania 15234 (the "Facility"). As lawful consideration for being permitted by the Company to use the Facility and to participate in the Activities, I agree to all of the terms and conditions set forth in this agreement (this "Agreement"). IF THE PLAYER IS A MINOR, I AM THE PARENT OF A MINOR CHILD PARTICIPATING IN GAMES OR ACTIVITIES< AND SIGNING WAIVER ON HIS/HER BEHALF.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE. I am also aware and understand that the Company may desire to use and publicize my name, likeness, picture and other personal characteristics and private information for advertising, promotion, and other commercial and business purposes and I hereby give the Company my permission for such use and publicity for such purposes, without additional compensation of any kind. I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Company, and its officers, directors, employees, agents, affiliates, partners, members, successors, and assigns (collectively, "Releasees"), on account of injury, death, or property damage arising out of or attributable to the Activities, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, other fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Activities. 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/Century, 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/Century 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/Century from all claims resulting from negligence and not reimburse them for any expenses incurred as a result of my involvement at Erie Premier Sports activities. 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.

This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall insure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Allegheny County, Pennsylvania and I hereby consent to the exclusive jurisdiction of such courts. By signing below, I acknowledge that I have carefully read and understand the terms of this Agreement.

CLUB TEAM NAME AND AGE: \_\_\_\_\_ DATE: \_\_\_\_\_

PLAYER NAME	DOB	ADDRESS	CITY	STATE	ZIP	PARENT SIGNATURE
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