

File Name (Family): _____

Date: _____



A Fully Completed and Signed Agreement is a Requirement of our Insurance Carrier Before any Participation.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

PARTICIPATION - In consideration of participation in Activities at Fury Athletics of Madison, I represent that I understand the nature of these Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activities. I fully understand that these Activities involve risks of serious bodily injury, including permanent disability, paralysis, and death which may be caused by my own actions, or inactions, those of others participating in the Activities, the conditions in which the Activities take place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activities. **Further, I acknowledge that both participants and parents have read and fully understand the concussion-related documents provided and agree to participate in base-line testing prior to participation in classes or team activities.**

RELEASE - I hereby release, discharge, and covenant not to sue Fury Athletics of Madison, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such a claim.

AGREEMENT - I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any 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 agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

PARENTAL CONSENT - AND I, representing that I am the parent and/or legal guardian of the minor(s) listed below, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor(s) account caused or alleged to have been caused 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, I, the minor(s), or anyone on the minor(s) behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost any Releasee may incur as the result of any such claim.

ADDITIONALLY, I understand and agree to the following ... **RULES** - I will read the posted rules and understand that ADULTS ARE NOT ALLOWED ON OR IN EQUIPMENT and that minor participants are only allowed on equipment when staff are present. **APPROPRIATE BEHAVIOR** - I will behave in a manner that is respectful of facilities, staff, and participants of all ages, and understand that displays of anger, excessive frustration or emotional outbursts, inappropriate language or physical contact, threatening or abusive behavior is absolutely not allowed. In the event of this behavior, I agree to promptly leave the premises or pick up my child, if requested, without expectation of any refund. **PARENT/ADULT RESPONSIBILITY TO SUPERVISE** - When I visit Fury Athletics of Madison, or for any activity involving parental presence or participation, I understand and accept the responsibility and all associated liability of constantly supervising, controlling, and restricting activities as necessary to assure safety of the children I bring and myself. I understand Fury Athletics of Madison has a tremendous variety of surfaces, mats, and specialized equipment, and accept the heightened risk of injury. I will not use or allow use of any equipment I don't fully understand. **PROMPT PICK UP** - I agree to promptly pick up my child after any activity or pay a fee of \$20.00 if later than 15 minutes. I authorize and desire that Fury Athletics of Madison contact appropriate governmental authorities if my child is left longer than 30 minutes. **INSURANCE** - I understand that injuries do occur, and that Fury Athletics of Madison does not carry medical insurance for participants. **MEDICAL CARE** - I authorize and desire medical transport and care for myself or my child, and accept responsibility for all associated expenses. **TRANSPORTATION OF PARTICIPANT** - I authorize activity related transportation of my child. **PHOTOGRAPHS AND STATEMENTS** - I authorize use of my own and my child's visual image and statements in advertising and promotional media. **VALID DATES** - These agreements, waivers, and authorizations will remain valid and in force as long as and whenever my child, myself or any family member participates in any activity at or with Fury Athletics of Madison. **AGREEMENT TO PAY** - There are no refunds after the 1st day of the starting month, and no credits or guaranteed make-ups for missed or cancelled activities due to inclement weather. **Tuition will be automatically debited from the credit card on file on the 1st of the month unless cash or check payment is made by the 20th of the preceding month.** Returned payments or declined credit cards will result in a \$25 service charge. Continuous enrollment is assumed, and I agree to give written notice by the 15th to withdraw at month's end or pay the following month's tuition. I will pay all costs of collection and for any and all damage to facility and equipment caused by myself or a family member.

Printed Names of Minor Participants	Sex	Age	Birthdate	Allergies, Medical, or Other Concerns
1)				
2)				
3)				
4)				
Home Phone	Family Email		Health Insurance	Family Hospital
Family Address			City	State
Alternative Emergency Contact		Alternative Home Phone	Alternative Cell Phone	Relationship
I sign below as an Adult Participant and as Parent/Legal Guardian for the above named Minor Participants				
Printed name – Adult & Parent/Legal Guardian	Signature – Adult & Parent/Legal Guardian		Date Signed	Cell Phone (Emergency)
1)	X			
2)	X			

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