

# EASTSIDE ATHLETICS, INC.

Address: 11435 Lithopolis Rd NW, PO Box 338, Lithopolis, Ohio 43136  
Phone: (614)-834-9515 Web: eastsideathleticsinc.com

## Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Participant: \_\_\_\_\_

Primary Contact Person/Parent/Guardian (if under 18 years of age or requires the assistance of a Parent/Guardian):

\_\_\_\_\_

Address (if under 18 years of age please list address of Parent/Guardian listed above):

\_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone No: (if under 18 years of age please list phone number(s) of Parent/Guardian listed above):

Primary Phone No.: \_\_\_\_\_

Alt Phone No: \_\_\_\_\_

Primary Contact Person e-mail address(es):

\_\_\_\_\_

Alt email: \_\_\_\_\_

### SECONDARY CONTACT INFORMATION:

**Required** if participant is under 18 years of age or requires the assistance of a Parent/Guardian.

Optional for any participant over the age of 18 who does not require the presence of a Parent/Guardian.

### **Secondary Contact Name and info:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **WAIVER:**

In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment and services of (Name of event, tournament, class, team, etc.)

I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** Eastside Athletics, Inc., its directors, officers, employees, and agents from liability **from any and all claims including the negligence of:**

(Name of event, tournament, class, team, etc.) \_\_\_\_\_  
Resulting in personal injury, accidents or illnesses (including death) and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises or equipment.

\_\_\_\_\_  
Signature of Primary Contact and/or Parent/Guardian

\_\_\_\_\_  
Date

**Assumption of Risks:** Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. **EASTSIDE ATHLETICS, INC.**, has facilities and provides for activities such as **Weight Training, lifting, volleyball, team sports, aerobic activities, classes and various sporting activities.** Some of these involve strenuous exertions of strength using various muscle groups, some involve quick moments involving speed and change of direction and others involve sustained physical activity which places stress on the cardiovascular system.

The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or the loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent** in the activities made possible by (Name of event, tournament, class, team, etc.):

\_\_\_\_\_  
I hereby **assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD EASTSIDE ATHLETICS, INC., its directors, officers, employees, and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement at Eastside Athletics Inc., and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, I fully understand its terms, and **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 by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

\_\_\_\_\_  
Signature of Primary Contact and/or Parent/Guardian

\_\_\_\_\_  
Date

Participant’s Age (if minor): \_\_\_\_\_