



RISE UP HOOPS
www.riseup-hoops.com

Assumption of Risk and Waiver of Liability

DECLARATION:

This Agreement is entered into between Rise up Hoops (the "Company"),

the player ("Client") (player full name),

and parent / legal guardian of the "Client" (parent/guardian full name).

The provision of training services by The Company to Client, and Client's use of any premises (sports fields, courts, parks, parking lots, stairs, sidewalks) or other general areas of any facilities or any exercise training equipment (mechanical or otherwise) are contingent upon this Agreement.

ASSUMPTION OF RISK:

I, the undersigned legal guardian (or my child if signing on behalf of my child), agree, assume, accept and acknowledge that my participation in any Company event, activities, class, program or instruction involves risk to me and others and may require me to perform activities including but not limited to walking, jogging, running, resistance training, aerobic activities, weightlifting, basketball, soccer, or any other sporting or recreational endeavor. I hereby voluntarily accept all such risks, both known and unknown, and any and all consequences which may arise from those risks. I agree that I, the undersigned, or my child, are voluntarily participating in the sporting/recreational activity at our own risk and assume all risk, damage or loss, without limitation, to us or our personal property, including injuries or damages whether arising out of negligence of Coaches, whether active or passive, or any of the Company's employees, volunteers, representatives, agents, successors, and assigns.

RELEASE:

In consideration of the Company's agreement to instruct and train me or my child, I do here now and forever waive any and all claims of any kind or nature and release, discharge and hereby hold harmless Rise Up Hoops (the "Company"), and all respective, directors, shareholders, coaches, affiliates, related entities, representatives, successors, heirs, assigns, volunteers, and employees (collectively hereinafter referred to as the "Released Parties") from any and all demands and claims of any kind or nature present or future, arising out of or connected directly or indirectly with my participation in this or any program including any and all claims for injuries, death, illness, property loss or economic loss, even where such claims result from the negligence of the Company or such Released Parties. I agree on behalf of myself (and all my personal representatives, my dependents, heirs, executors, successors, administrators, agents and assigns) to hereby release and discharge the Company and aforementioned Released Parties from any and all claims or causes of action (known or unknown) arising out of the negligence of the Company whether active or passive. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) use of any sporting/exercise equipment belonging to the Company or to Client that may malfunction or break, (b) improper maintenance of any equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) any slipping, tripping and falling while on any portion of a premises or while traveling to or from training, including injuries resulting from dropping of equipment or the Company's or anyone else's negligent inspection or maintenance of the premises.

INDEMNIFICATION:

I hereby undertake and agree that I will not bring any legal proceeding in any court or tribunal asserting any such claims against any of the Company or such Released Parties. By execution of this agreement, I hereby agree to indemnify and hold the Company and such Released Parties harmless from any loss, liability, damage or cost the Company may incur due to the provision of training by the Company to me.

Please read carefully and Initial below

I understand and am aware that any sporting/training program, whether or not requiring the use of exercise equipment, is a potentially hazardous activity. I am aware and understand that any exercise and/or training activities involve a risk of injury, abnormal changes in blood pressure; fainting, and a remote risk of heart attack, stroke, other serious disability or death, and that I am voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved.

I hereby agree to expressly assume and accept any and all risks of injury, regardless of severity, or death. I understand that an examination by a physician should be obtained to commencing fitness and/or training programs. If I have chosen not to obtain a physician's consent prior to beginning the program with the Company, I hereby agree that I am doing so solely at my own risk. In any event, I acknowledge and agree that I assume the risks

I acknowledge that I have thoroughly read this form in its entirety and fully understand and agree that it is a release of liability, express assumption of risk and indemnity agreement. By signing this document, I am aware and agree that I am waiving any right I or my successors might have to bring a legal action or assert a claim against the Company for mine or my child's negligence or that of any defective product used while receiving training or coaching from the Company or Released Parties.

I further state and certify to the Released Parties that (a) I am over the age of 18 years or, if I am under the age of 18 years, I have the consent of my parent or legal guardian to participate in the Company Programs and Events.



RISE UP HOOPS
www.riseup-hoops.com

_____ I have read this waiver form, I understand its terms, and I am signing it voluntarily. This form is an important legal document that explains the risks you are assuming by beginning a program with Rise Up Hoops. It is critical that you have read and understand this document completely. If you do not understand any part of this document, it is your ultimate responsibility to ask for clarification prior to signing it.

Today's DATE:

Participant's PRINTED NAME:

***Parent or Legal Guardian PRINTED NAME:**

Participant's SIGNATURE:

***Parent or Legal Guardian SIGNATURE:**

***If participant is under 18, this form must be signed by a Parent or Legal Guardian**

The terms of this Waiver Form are severable from one another, and if any one or more of the terms are invalid, this shall not affect the validity of the other terms.