

RUSH ATHLETICS

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

(Covers all participants, programs, rentals, training sessions, leagues, open play, birthday parties, and facility use)

In consideration for being permitted to enter, observe, use, or participate in activities within the facilities, services, or programs of **RUSH Athletics**, including activities taking place both on-site and off-site, the undersigned ("Participant"), for themselves and their personal representatives, heirs, assigns, and next of kin, hereby agrees, represents, and acknowledges the following:

1. Inspection and Acceptance of Premises

The Participant acknowledges that prior to entering and engaging in any activity at RUSH Athletics—including observation, use of facilities or equipment, training activities, league play, open play, birthday parties, camps, clinics, turf field use, or any other program—they have inspected or will immediately inspect the premises, equipment, and environment.

Entering RUSH Athletics for any purpose constitutes an acknowledgment that:

- The facilities, equipment, and playing surfaces are suitable and safe for use.
 - The Participant accepts these conditions **as-is**, whether they are perfect, imperfect, or contain dangers inherent to sports activity.
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2. Release, Waiver & Covenant Not to Sue

The Participant hereby **releases, waives, discharges, and covenants not to sue:**

RUSH Athletics, its owners, directors, officers, managers, employees, volunteers, agents, representatives, contractors, affiliates, and insurers
(collectively, "Releasees")

from any and all liability, claims, demands, actions, or causes of action whatsoever arising from:

- Personal injury
- Property damage
- Illness (including communicable diseases)
- Emotional distress
- Permanent disability
- Death

whether caused by the negligence of Releasees or otherwise, while participating in or being present at RUSH Athletics or at any program affiliated with RUSH Athletics.

This includes injuries resulting from:

- Collisions with players, goals, balls, or equipment
- Slips, trips, falls, and impacts
- Contact sports play
- Physical exertion
- Turf surface conditions
- Improper use or failure of equipment
- Acts of other participants, spectators, or guests
- Conditions of the facility or surrounding areas

3. Assumption of All Risks

The Participant understands and voluntarily accepts **all inherent and unexpected risks**, including the risk of:

- Bodily injury
- Head, neck, or spinal injury
- Concussions
- Muscle strains and sprains
- Broken bones
- Impact injuries
- Use of turf fields, boundaries, walls, and training equipment
- Participating alongside individuals of varying skill levels

The Participant knowingly assumes **full responsibility** for all risks, known and unknown.

4. Indemnification

The Participant agrees to **indemnify, defend, and hold harmless** the Releasees from any loss, liability, damage, claim, or cost they may incur due to:

- Participant's presence in the facility
- Participant's use of equipment
- Participation in programs
- Actions or behaviors of Participant
- Injuries caused to others by Participant

This obligation applies whether injuries arise from negligence of Releasees or otherwise.

5. Responsibility for Minors

If the Participant is accompanied by or responsible for a minor:

- The undersigned agrees to **supervise, direct, and remain fully responsible** for the minor's conduct and safety.
 - The undersigned accepts all risks and liability on behalf of the minor.
 - All terms of this agreement apply equally to the minor participant.
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6. Medical Authorization

In the event of an accident or emergency, the Participant authorizes RUSH Athletics staff to:

- Provide first aid
- Secure emergency medical services
- Make decisions regarding care until a guardian or emergency contact can be reached

The Participant is solely responsible for all medical expenses incurred.

7. Personal Property

RUSH Athletics is not responsible for:

- Lost, stolen, or damaged personal belongings
 - Items left unattended anywhere in the facility
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8. Media & Photography Release (Optional but recommended)

The Participant grants RUSH Athletics permission to use photographs or videos taken during activities for:

- Advertising
- Social media
- Website content
- Promotional material

No compensation will be provided.
(Participants may request exclusion by notifying staff.)

9. Rules & Conduct Agreement

Participant agrees to:

- Follow all rules, signage, and staff instructions
- Use equipment only as intended
- Refrain from unsafe behavior
- Respect staff decisions regarding safety and conduct

Violation may result in removal without refund.

10. Severability

This agreement is intended to be as broad and inclusive as permitted by the laws of the **Commonwealth of Pennsylvania**. If any portion is held invalid, the remainder shall continue in full legal force and effect.

11. Acknowledgment of Understanding

The Participant acknowledges that:

- They have **read and fully understand** this agreement
- They are voluntarily signing it
- No verbal statements or assurances alter the terms
- This agreement is binding upon the Participant and their heirs, representatives, and assigns
- This waiver applies to **all future visits**, not just the present one