

The Legends Sports Complex (*Caduceus Management LLC*)

Assumption of Risk ** Waiver of Liability ** Indemnification Agreement

The Legends Sports Complex (*Caduceus Management LLC*) (hereafter referred to as **CM**) is a multi-purpose sports and recreation center that provides an extraordinary menu of sports and activities for participants of all ages. Some of the activities offered include instruction, leagues, tournaments, and facility rental for such sports as basketball, baseball, boxing, soccer, football, volleyball, lacrosse, and softball. Fitness activities include both individualized personal training and a variety of group fitness classes. Events for youngsters include activities such as parent/child classes, summer camps, birthday parties, and field trips. Adult events include events such as corporate outings, team building, and company picnics. Fields and facilities are also available for team or group rental. Some of the many **benefits of CM activities** include improved fitness, opportunity to compete and excel, improved self confidence, better health, increased sense of belonging, wholesome recreation, social interaction, improved self image, weight loss, and improved appearance. The required physical exertion ranges from mild to very strenuous, depending upon the activity and the motivation of the participant; the required skill level ranges from beginner to highly skilled, depending upon the activity; and the competitiveness of the activity ranges from moderate to highly competitive. Therefore, the individual is able to select activities that fit his or her needs, abilities, and interests. Most fitness, skill, and competition levels can be accommodated.

While the many benefits of these activities are apparent, **CM and its staff regard participant safety as a top priority** and feel it is important that the **PARTICIPANT/PARENT** (which refers to either an Adult Participant OR a Minor Participant and Parents/Guardians) understand that there are risks inherent in all physical activity. **CM** takes great care to reduce the risks associated with the many physical activities offered at the facility. Among some of the precautions taken are the postings of various league and safety rules and warnings, trained supervisors on site, safety signage, utilization of trained referees, and having basic first aid materials on site.

However, regardless of the care taken to avoid injuries, some risks are inherent in any physical activity and cannot be totally eliminated without changing the nature of the activity. A few examples of the many **inherent risks** include, but are not limited to, heat related illnesses; over-exertion; imperfect playing surfaces; failure to adhere to posted rules or warnings (Note: Coaches or supervisors are present for certain activities, but the Participant/Parent should have no expectation of supervision over an area or activity unless directly specified otherwise.); collisions with objects or co-participants; falls to the playing surface; unexpected equipment failure or malfunction (e.g., obstacles, fitness equipment, pitching machines); careless or erratic acts by co-participants; errors in judgment/supervision of supervisors, other employees, or officials; and being struck by an object (e.g., ball, puck, bat, stick, boxer's fist). There are also inherent risks that are specific to a sport – such as being kicked in soccer; being struck by a ball in lacrosse or softball; and body contact by a blocker in flag football. There are even risks at a child's birthday party such as children running into others, swinging objects carelessly, playing in a reckless manner, and not following the rules. Likewise, in camps or team building activities, injuries can occur due to enthusiasm of participants or striving to win or achieve a goal.

CM feels that it is important that the PARTICIPANT/PARENT understand that three types of injuries can occur. *Minor injuries* are the most common and include, but are not limited to, muscle soreness, headaches, sprains, abrasions, and bruises. *Serious injuries* are less common, but do occur occasionally. They include, but are not limited to, broken bones, concussions, torn ligaments or cartilage, eye injuries, cuts, and internal injuries. *Catastrophic injuries* are very rare; but **CM** feels that every **PARTICIPANT/PARENT** should be aware of the slight possibility. These injuries include permanent disability, brain injury, paralysis and even death.

Assumption of Inherent Risks: I, the **PARTICIPANT/PARENT**, understand that all activities of **CM** include inherent risks that cannot be totally eliminated regardless of the care taken by **CM**. I, the **PARTICIPANT/PARENT**, have read the preceding paragraphs and 1) know, 2) understand, and 3) appreciate the types of injuries inherent in **CM** activities. I, the **PARTICIPANT/PARENT**, **hereby assert that participation is voluntary and the PARTICIPANT/PARENT knowingly assume all inherent risks of the activity**, today and on all future dates.

Waiver of Liability for Ordinary Negligence of CM: In consideration of permission to use the property, facilities, equipment, and services of **CM**, today and on all future dates, I, the **PARTICIPANT/PARENT**, on behalf of myself, my spouse, heirs, executors, administrators, personal or legal representatives, and assigns (hereafter referred to as the Releasing Parties) **do hereby waive, release, discharge and covenant not to sue CM** [including *Caduceus Management LLC* (*The Legends Sports Complex*), the *Sports Facilities Advisory*, all owners, directors, officers, managers, employees, volunteers, independent contractors, agents and equipment suppliers - hereafter referred to as the Protected Parties] **from liability from any and all claims, demands, and actions of every name and nature arising from the ordinary negligence of the Protected Parties**.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in **CM** activities including, but not limited to: recreational, practice, or competitive activity; events; organized or individual

training and conditioning activities; individual or group instruction; as an observer or spectator; and individual use of all facilities. This applies to all facilities, fields, equipment, and all other premises including the associated sidewalks and parking lots and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification: I, the PARTICIPANT/PARENT, also agree, today and on all future dates, to hold harmless, defend, and indemnify CM (that is, defend and pay any judgment and costs, including investigation costs, attorney’s fees, and related expenses) from any and all claims of *Releasing Parties* arising from participation in CM Activities, (including those arising from the inherent risks of the activity or the ordinary negligence of *Protected Parties*).

I, the PARTICIPANT/PARENT, further agree to hold harmless, defend, and indemnify CM against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant in CM activities.

Clarifying Clauses: I, the PARTICIPANT/PARENT confirm that:

- 1) This agreement **supersedes any and all previous oral or written promises or agreements.** I understand that this is the entire agreement between me and CM and that it cannot be modified or changed in any way by representations or statements by any agent or employee of CM.
- 2) The foregoing Assumption of Risk, Waiver of Liability, Indemnification Agreement, is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 3) If legal action is brought, the appropriate trial court for the County of Montgomery in the State of Texas has the **sole and exclusive jurisdiction** and that only the substantive laws of the State of Texas shall apply.
- 4) I will engage in good faith efforts to **mediate** any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of participation in CM shall be submitted to **binding arbitration** in accordance with the applicable rules of the American Arbitration Association then in effect.

Acknowledgements to Promote Participant Safety: These affirmations aid CM in providing for participant health and safety. *Health Status.* The participant affirms that he or she:

- Possesses no health problems or physical disabilities that would make participation unwise, or risk injury.
- Will cease activity and inform CM of any health problem that arises during participation.
- Possesses sufficient skills, coordination, and physical fitness to safely participate.

Medical Care. The participant affirms that he or she:

- Authorizes CM to secure emergency medical care & transport if deemed necessary; CM does not staff medical personnel.
- Agrees to assume all cost of the care and transportation listed above.

Rules and Safety. The participant affirms that he or she agrees:

- To report all injuries (even minor injuries) so that CM may make a record of the injury.
- To wear all recommended safety gear during participation.
- To follow all rules of the activity at CM.
- To inform CM of any conduct or condition that creates a hazard for participants or others – and will immediately discontinue further participation in said activity.
- That CM has authority to halt my participation if it endangers the participant or others.

Acknowledgment of Understanding: I, the PARTICIPANT/PARENT, have read and understand this Agreement. I understand that I am giving up substantial rights, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury or loss. I, the PARTICIPANT/PARENT, acknowledge that I am voluntarily signing this agreement, and intend my signature to be a complete release of all liability, including that due to inherent risks or the ordinary negligence by the *Protected Parties*, to the greatest extent allowed by law of the State of Texas.

I, the Parent, assert that I have explained the risks of the activity to my minor son or daughter and that he or she understands this Agreement.

		If Participant is a Minor, Parent/Guardian Must Complete the following:		
Name of PARTICIPANT (Print)	Date			
Signature of PARTICIPANT	Age	Print Name of Parent/Guardian #1	Signature of Parent/Guardian #1	Date
		Print Name of Parent/Guardian #2	Signature of Parent/Guardian #2	Date
Emergency Contact Person	Phone	Mobile		