

Release, Waiver of Liability, and Assumption of Risk

Parent or Guardian	Player
Name	Name
Address	Address
Email	Email
Phone	Phone

I, the undersigned, fully understand that Activities (baseball, volleyball, lacrosse, gymnastics, birthday parties, and similar such sports and training activities) are physically, mentally, socially and emotionally demanding and potentially **severe injuries**, permanent paralysis, brain damage, or **death**, can occur from Activities or merely being in the same vicinity as Activities while not participating, and protective equipment does not prevent all injuries. Additional risks include being struck by errant or misdirected balls and bats, loss or damage of personal property, slipping, falling, falling objects, colliding with others or equipment, or suffering of any type of accident or illness. Further risks include that Legends Sports Academy, LLC (Legends), its staff, and independent contractors might be unaware of Player’s health or ability and might give incomplete warnings or instructions, and the equipment being used might malfunction. Activities entail both known and unanticipated risks that cannot be eliminated without jeopardizing the essential qualities of the Activates. All risks and dangers may be caused by Player’s own actions, or inactions, the actions or inactions of others participating in Activities, or the negligence of Legends, its Members, officers, directors, employees, agents, independent contractors, or other representatives, whether paid or volunteer.

Being fully aware of these dangers and in consideration of being permitted to participate in Activities at 10900 Electron Drive, Jeffersontown, KY 40299 (Property), Player (or if Player is a minor, then both Player and the parent or guardian signing on behalf of Player) does **hereby release** Legends, its Members, officers, directors, employees, attorneys, agents, independent contractors, affiliates, heirs, executors, successors, and assigns (collectively Releasees) **from all liability** of Releasees for any physical injury, death, illness, or damage to property that results, directly or indirectly from the use of Property by Player and Player's guests or invitees in conducting such Activities. I further **assume all risks** of Player using the Property and engaging in Activities and agree to **indemnify, save and hold Releasees harmless** from any claims, loss, liability, attorneys’ fees, damage, or costs that Releasees (or any of them) may incur arising out of or related to the use of Property or engagement in Activities by Player or a guest or invitee of Player, whether caused by the negligence or breach of contract or strict liability of the Releasees or otherwise. **This release and indemnification agreement includes** any and all claims, demands, debts, contracts, costs, loss of services, expenses and compensation, actions, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that Player had or may have, arising from or in any way related to use of the Property or engagement in Activities by Player or Player’s guest or invitee.

I acknowledge and agree Player has a **personal duty and responsibility** to learn and follow the safety guidelines established by Legends staff and will make Legends aware at any point if Player questions his knowledge of these guidelines, or his ability to participate. I declare, warrant and represent that Player’s participation in Activates is **purely voluntary** and Player elects to **participate in spite of the risks** and furthermore I assume the risk of any medical or physical or mental condition he may have.

I grant permission to Legends to use the Player 's image or likeness or voice for the promotion of Legends including but not limited to any photographs, live or recorded television, electronic transmission, video display, Internet, radio, or any other transmission or reproduction. All photos and videos and recordings are the sole property of Legends.

I confirm that Player is in good health, and has medical insurance and will provide coverage while he or she is on the Property.

I fully understand that Legends staff are not physicians or medical practitioners of any kind. With the above in mind, I release Legends staff to render first aid to Player in the event of any perceived injury or illness, and if deemed necessary by Legends staff to seek medical and/or dental help, including transportation by a Legends staff member, or its representatives, whether paid or volunteer, to any health care facility or hospital, or the calling of an ambulance for Player if Legends staff deem this to be advisable and further consent to any x-ray, exam, and medical and/or dental or surgical diagnosis that is deemed necessary in case of emergency. I hereby **release, discharge and covenant not to sue** for any negligent medical and/or dental efforts expended on behalf of Player. Additionally, I hereby agree to individually provide for all possible future medical and/or dental expenses that may be incurred by Player as a result of any injury sustained while at the Property.

I will pay to Legends all costs and expenses, including reasonable attorneys’ fees, incurred by Legends in any action or proceeding or settlement, even without a suit having been filed, to which Legends may be made a party by reason of Player’s use of the Property.

Legends may periodically send Player and me information about programs and events and promotions via Email at the address(es) provided above. Legends will keep the Email address(es) private and not sell or share it with any other party without a court order. Player and me may unsubscribe to Email from Legends at any time. The invalidity of any portion of this Agreement shall not affect the force or effect of its remaining portions. In this Agreement, any reference to a party includes that party's parents, legal guardians, spouse, children, heirs, estate, executors, administrators, successors and assigns, and the singular includes the plural and the masculine includes the feminine.

CAUTION! THIS IS A RELEASE. READ CAREFULLY BEFORE SIGNING. AGREEMENT AND CONSENT OF PARENT OR GUARDIAN OF MINOR

I have carefully read this Agreement and give my permission for my child or ward to participate in Activities, and in consideration of allowing my child or ward to participate in Activities, I agree individually and on behalf of my child or ward, to the terms of this Release, Waiver of Liability, and Assumption of Risk assuming all responsibilities and obligations of Player set forth herein and specifically agree to indemnify and hold the Releasees harmless and join in all waivers and releases. I agree to make my child or ward aware of the possibility of injury and encourage him to follow all the safety rules and the coach’s instructions.

Parent or Guardian	Player
Signature _____ date _____	Signature _____ date _____