



PARTICIPATION AGREEMENT

This an important legal document. Please read it carefully as it explains the risks you are assuming by beginning or continuing an exercise or skills program. It is critical that you read and understand this agreement completely. After you have done so, please print your name legibly and sign in the spaces provided at the bottom.

If the participating athlete is under age 18, this agreement must also be signed by the athlete's parent or legal guardian ("Legal Guardian"). The Legal Guardian should also read this form carefully because it specifies obligations that s/he will assume, both personally and on behalf of the athlete.

Name of athlete: _____ ("Athlete")

Waiver, Informed Consent and Covenant not to Sue

Athlete has requested be permitted to participate in a program of physical exercise under the direction of Dynamic Athletics (DA), and/or held at Sports Training Complex (STC), which will include, but may not be limited to, aerobic, weight and/or resistance training and skills training. In consideration of DA's agreement to instruct, assist or train Athlete, and/or STC's agreement to provide facilities, Athlete and Legal Guardian (if applicable), do hereby forever release, discharge and hold harmless DA and STC and their officers, directors, employees, coaches, contractors, trainers and agents from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with Athlete's use of the facility or his/her participation in this or any exercise program, including any illness or injuries resulting therefrom.

THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, INJURIES WHICH MAY OCCUR AS A RESULT OF (1) EQUIPMENT, MATERIAL, SAFETY DEVICE OR OTHER ITEM THAT MAY MALFUNCTION OR BREAK; (2) ANY SLIP AND FALL OR DROPPING OF EQUIPMENT; (3) ANY INJURY CAUSED BY ANY OTHER ATHLETE OR INSTRUCTOR; AND (4) ANY INJURY THAT MAY OCCUR AS A RESULT OF EXERCISING OUTDOORS, INCLUDING CAR ACCIDENT AND INJURIES RELATED TO GLASS OR OTHER DEBRIS ON EXERCISE SURFACES. IT ALSO INCLUDES, WITHOUT LIMITATION, ANY ILLNESS, SUCH AS COVID-19, THE FLU OR ANY OTHER ILLNESS OF ANY KIND.

Assumption of Risk

Athlete and Legal Guardian (if applicable) recognize that exercise might be difficult and strenuous and that there could be dangers inherent in exercise for some individuals. Athlete and Legal Guardian (if applicable) acknowledge that the possibility of certain unusual physical changes during exercise does exist. These changes include abnormal blood pressure, fainting, disorders in heartbeat, heart attack and, in rare instances, death. Athlete and Legal Guardian (if applicable) also understand that participation in exercise and training activities creates the risk of transmission of a virus or other disease, such as COVID-19, and that as a result of Athlete's participation in any exercise or skills program, s/he could suffer an injury or physical disorder or obtain an illness that could result in Athlete becoming partially or totally disabled and incapable of performing any gainful employment or academic or athletic activities or having a normal social life. Athlete and Legal Guardian (if applicable) recognize that a consultation with, and examination by, a physician should be obtained by Athlete prior to involvement in any exercise or skill program. If Athlete has chosen not to obtain a physician's permission prior to participating in any DA exercise program and/or using the STC facility, Athlete and Legal Guardian (if applicable) hereby agree that they are doing so at their own risk. In any event, Athlete and Legal Guardian (if applicable) acknowledge and agree that they assume the risks associated with any and all activities and/or exercises in which Athlete participates. Athlete and Legal Guardian (if applicable) acknowledge and agree that no warranties or representation have been made to them regarding the results Athlete will achieve from this program or regarding the safety of participating in any program. Specifically, they have not been given any advice regarding the likelihood of contracting COVID-19 or any other disease. Athlete and Legal Guardian (if applicable) also agree that if Athlete has any physical or other limitations (such as a physical or mental disability, medical condition or illness) that may limit or impact Athlete's safety, or the safety of others, they will immediately notify DA and STC, in writing, of the specific limitations. Athlete and Legal Guardian (if applicable) further agree that Athlete will not participate in any DA exercise or skills program, or enter the STC facility, if s/he has a known illness or disease which could be contagious to others, or if s/he has any symptoms consistent with any such illness or disease.

Agreement to Follow and Abide by All Safety and Sanitation Rules and Agreement to Defend and Indemnify

Athlete and Legal Guardian (if applicable) have been provided a copy of DA and STC's Safety and Sanitation Rules ("Rules") and represent and warrant that they have each read and understand them. Athlete and Legal Guardian (if applicable) also agree that they will read all updated Rules provided, as well as any instructions or rules posted at the STC facility and/or distributed via email. Athlete and Legal Guardian (if applicable) agree to faithfully and consistently adhere, to and abide by, both the letter and spirit of the Rules at all times. Athlete and Legal Guardian (if applicable) also agree to promptly inform STC management if they learn of any individual failing to follow the Rules or any safety or sanitation instructions at any time. Athlete and Legal Guardian (if applicable)

hereby agree to defend, indemnify and hold harmless DA and/or STC and their officers, directors, employees, contractors, coaches and agents from any claim arising out of, or related to, any alleged failure by Athlete or Legal Guardian to follow the Rules or any claim arising out of, or related to, Athlete's or Legal Guardian's allegedly negligent, reckless or intentional conduct.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS AGREEMENT AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT I AM WAIVING ANY RIGHT, AND ANY RIGHT OF MY SUCCESSORS, TO BRING ANY LEGAL ACTION OR ASSERT ANY CLAIM AGAINST DA AND/OR STC OR ANY AFFILIATED PERSON OR ENTITY FOR ANY CLAIMED NEGLIGENCE.

Printed Name of Athlete: _____

Athlete Signature: _____

Date: _____

Printed Name of Parent or Legal Guardian: _____

Parent or Legal Guardian Signature: _____

Date: _____