

# LVHN SPORTS ACADEMY

## Participant Release of Liability Waiver

Participant Name: \_\_\_\_\_

Age: \_\_\_\_\_ DOB: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

### **Rules**

The participant must follow all LVHN Sports Academy rules and regulations for use of the facility.

### **Damage to the facility**

You are liable for any damages that you or your guests cause to the facility or property on the premises.

### **Waiver and Release**

Participants use the facility at their own risk. Participant fully comprehends and assumes all risks involved in use of the physical fitness equipment and field at LVHN Sports Academy. Participant acknowledges that all participants have been advised to consult their physician prior to use of the rental field to ensure that participant(s) is/are physically able to engage in strenuous physical activity. Participant assumes any risks normally associated with the use of LVHN Sports Academy or its facilities and the participation in activities or programs conducted at LVHN Sports Academy. This representation and warranty is made by the party with the knowledge that LVHN Sports Academy is relying upon it in connection with the sale of the rental. LVHN Sports Academy reserves the right to exclude a member from participation in any activity if LVHN Sports Academy believes that such member's participation in such activity could result in a direct threat to the health and safety of the member, other members, guests, or the staff of LVHN Sports Academy. Participant warrants and represents that all participants have no disability, impairment or ailment that will prevent them from engaging in any active or passive exercise or activity that will be detrimental to their health, safety or physical condition if they do participate in such exercise or activity at LVHN Sports Academy.

Being fully cognizant, and assuming all risks involved in the physical conditioning program offered by LVHN Sports Academy, participant does hereby remise, release, quitclaim and forever discharge Lehigh Valley Hospital, its parent or affiliates, together with all their officers, directors, its employees or agents, administrators, successors and assigns (hereafter referred to as "the releases") of and from any and all manner of actions, suits, debts, accounts, damages, judgments, executions, claims or demands whatsoever in law or equity, or otherwise, which against the releases, member's heirs, executors, or administrators hereafter can, shall or may have, for, upon or by reason of any injury that member may sustain or incur while using the facilities of LVHN Sports Academy, or while engaging in physical conditioning exercises.

### **Participant's Physical Fitness**

The risk of injury from the training, events and activities ("Activities") at LVHN Sports Academy is significant, including the potential for permanent paralysis and death, and while particular training, skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM NEGLIGENCE OF THE PARTICIPANTS or others and assume full responsibility for my participation in Activities at LVHN Sports Academy.

Despite such risks, I willingly agree to participate in Activities at LVHN Sports Academy and comply with the rules and regulations for participation in the Activities at LVHN Sports Academy. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and will notify LVHN Sports Academy of such hazard immediately.

I certify that I am physically and mentally fit to participate in Activities at LVHN Sports Academy and have not been advised by a qualified medical professional not to participate in any Activities such as those offered at LVHN Sports Academy. I certify that there are no health related reasons or problems which preclude my participation in these Activities or event and have disclosed to LVHN Sports Academy any underlying medical conditions.

You represent that the participant is physically fit to engage in the activities in which he or she participates in the facility. You are solely responsible for all health risks associated with those activities.

**Photography Release**

I hereby agree to allow Lehigh Valley Health Network ("LVHN") to record and publish photos and videos (including audio) of myself for the purpose of promoting LVHN in a manner that does not violate NCAA Bylaw 12.5.2 and for documenting and/or reporting events and activities. I understand photographs, video and/or audio recordings to be taken of myself and/or family members at practice, during competition, recreational play, as well as other LVHN/LVHN SPORTS ACADEMY related events. I understand that this media will be produced and used for promotional purposes that do not violate NCAA Bylaw 12.5.2, and I authorize LVHN/LVHN SPORTS ACADEMY to use my/our photograph, video and/or audio recording on its website and social media platforms, such as Facebook, Twitter, Youtube, FourSquare, and Pinterest, etc., as well as other official printed publications without further consideration. In addition, I acknowledge LVHN/LVHN SPORTS ACADEMY right to crop out or treat the media at its discretion, and I also acknowledge that LVHN/LVHN Sports Academy may choose not to use my/our image at this time, but may do so at its own discretion at a later date. I also understand that once I, or my family members, image(s) have been captured, they may be posted on the LVHN/LVHN Sports Academy website or social media platforms, the image can be downloaded by any computer user on or off the premises of the LVHN Sports Academy. LVHN/LVHN Sports Academy also reserves the right to discontinue use of photos without notice.

I HAVE READ THIS RELEASE OF LIABILITY AND PHOTOGRAPHY RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SIGNIFICANT LEGAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

Participant Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*(Parent/Guardian name and signature are required if participant is under the age of 18)

\_\_\_\_\_ I wish to be added to the LVHN Sports Academy email directory to stay informed of events and offerings, and understand that my email address may not be given or sold to any third party.

**This waiver is effective for a period on one year from the date signed above.**