

LVHN SPORTS ACADEMY FIELD RENTALS

Release of Liability Waiver

Participant Name: _____

Age: _____ DOB: _____ Email Address: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Rules

The visitor 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

Visitors use the facility at their own risk. Visitor fully comprehends and assumes all risks involved in use of the physical fitness equipment and field at LVHN Sports Academy. Visitor 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. Visitor 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. Visitor 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. Renting party acknowledges that LVHN Sports Academy is relying on the representation made field rental agreement in order to provide field rental privileges.

Being fully cognizant, and assuming all risks involved in the physical conditioning program offered by LVHN Sports Academy, Visitor does hereby remise, release, quitclaim and forever discharge LVH, 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. In consideration of being accepted as a field rental party of LVHN Sports Academy, party does hereby assume all risks of his/her involvement and covenants and agrees not to bring legal action for damages should any participants in party sustain any injury.

Visitor's Physical Fitness

The risk of injury from the training, events and activities ("Activities") at LVHNSA 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 LVHNSA.

Despite such risks, I willingly agree to participate in Activities at LVHNSA and comply with the terms and conditions for participation in the Activities at LVHNSA, which I acknowledge receiving and understand completely. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and will notify LVHNSA of such hazard immediately.

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

You **represent** that the visitor is physically fit to engage in the activities in which he or she participates in the facility. You are solely responsible for all health

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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/LVHNSA 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/LVHNSA 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/LVHNSA right to crop out or treat the media at its discretion, and I also acknowledge that LVHN/LVHNSA 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/LVHNSA 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/LVHNSA 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.

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

Participant Name (Print): _____ Signature: _____ Date: _____

Parent/Guardian Name (Print): _____ Signature: _____ Date: _____

____ 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.

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