

**THE WORKS SPORTS ACADEMY OF ORANGE COUNTY, LLC WAIVER,
RELEASE AND INDEMNITY AGREEMENT**

RE: _____

Full Name of Participant

Waiver: IN CONSIDERATION of permission to utilize today and on all future dates, the services, programs, property, staff, equipment and/or facilities offered by **THE WORKS SPORTS ACADEMY OF ORANGE COUNTY, LLC** (hereinafter "**THE WORKS**"), the Undersigned for him/herself, his/her heirs, executors, administrators, personal representatives or assignees, does hereby release, waive, discharge and covenant not to sue **THE WORKS**, its owners, members, directors, officers, employees or agents (hereinafter "releasees") for liability from any and all claims or causes of action, including the negligence of **THE WORKS** and/or releasees resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to use or observation of, or participation in services, programs, staff, equipment and/or facilities.

Signature of Participant (18 or older) Date Signature of Parent/Guardian of Minor Date

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. **THE WORKS** provides instruction and direction involving running, jumping, balancing and exertions of strength using various muscle groups, some involving quick movements, speed and change of direction, and others involving sustained physical activity which may place stress on the cardiovascular system. The foregoing, and following are intended to be representative but not exhaustive descriptions of the types of risk that may be associated with participation in the activities described herein.

The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises and sprains to 2) major injuries such as joint or back injury, concussion, broken bones or 3) catastrophic injuries including paralysis and death.

The Undersigned has read the previous paragraphs and knows, understands and appreciates these and other risks that are inherent in the activities made possible by THE WORKS. The Undersigned hereby asserts that participation in said activities is voluntary and that the Undersigned knowingly assumes all such risks.

Indemnification and Hold Harmless: The Undersigned, for him/herself, his/her heirs, executors, administrators or assigns also agrees to indemnify and save and hold harmless the releasees and each of them from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of involvement with **THE WORKS** and/or releasees as described herein and to reimburse them for any such expenses incurred.

Severability: The Undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: The Undersigned acknowledges that he/she has read this waiver of liability, assumption of risk and indemnity agreement, fully understands its terms, and understands that he/she is giving up substantial rights, including the right to sue. The Undersigned further acknowledges that he/she is signing the agreement freely and voluntarily, and intends by his/her signature below, a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant (18 or older) Date Signature of Parent/Guardian or Minor Date

FOR THE PARENTS OR GUARDIANS OF MINORS:

I as parent or guardian of the above named minor, hereby give my permission for my child or ward to participate in the above named activity, and further agree, individually and on behalf of my child or ward, to the terms above. I grant permission to any representative of **THE WORKS** to act on my behalf in allowing qualified medical personnel, including **THE WORKS** representatives to give needed (emergency) care to my minor child or ward in the event I am not available for immediate consultation.

Parent or Guardian Signature if participant is under 18 years of age.

Signature
03.09.2016

Date

Registration Form and Waiver

Note: this is a two page form; all information must be provided and both pages signed by parent/guardian

The Works Sports Academy of Orange County

3943 Irvine Boulevard, #509 • Irvine, California 92602

info@theworkssports.com

Please complete this Registration Form and the WAIVER, RELEASE AND INDEMNITY AGREEMENT and return them with your payment no later than your first workout. We are sorry, but no one will be allowed to participate if the required documents are not received.

Personal Information

Player's Name		Date of Birth	
Parents' / Guardians' Names		E-Mail	
Home Phone		Parent / Guardian Cell Phone	
Address			
City		State	Zip
How did you hear about us?			

School Information

School	City	Grade
Coach's Name	Coach's E-Mail / Phone	

Emergency Contact Information

Name	Cell Phone
Health Insurance Carrier	Policy Number
Name of Primary Insured	Group Number

NOTICE: From time to time, The Works or its employees, agents or consultants, records by still photography and/or materials (with sound), training sessions involving participants (under and over 18 yrs), for use in training video, print advertisement and/or on its website. Registration (your signature below) indicates your consent to such recording and release of all rights or claims regarding such recordings. No payment has been made or will be made to participant with respect to said recording.

The undersigned (participant 18 or older or parent/guardian of participant) submits that participant is physically fit and able to participate in strenuous athletic activity (see Waiver). I hereby authorize **The Works Sports Academy of Orange County, LLC**, its staff and members to act for me according to their best judgment in an emergency situation requiring medical attention. I understand that I am solely responsible to the payment of any such medical expenses and have provided **The Works Sports Academy of Orange County, LLC** the above information about medical/accident insurance.

Signature

Date