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***In order to participate in Wheelhouse Group, LLC (the "Wheelhouse"), each participant must submit completed versions of this Assumption of Risk, Waiver of Liability, and Parental Permission form. Participants who have not completed this waiver will not be permitted to participate in Wheelhouse activities until they are received.***

## **AGREEMENT TO PARTICIPATE**

To ensure that you understand and accept the risks of participation in the Wheelhouse, you must indicate your understanding and agreement by signing this document.

## **PARENT/GUARDIAN AGREEMENT**

I agree to allow my child/ward to participate in the Wheelhouse and affirm that my child's/ward's participation is completely voluntary. I understand that participation in the Wheelhouse involves risk of injury due to certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, such as, but not limited to, the following: contact with other individuals playing in games, drills and competitions; contact with the ground, field, posts, fences, or equipment which are part of the practice or playing area; and strenuous exertions, quick movements, and changes of speed, which place stress on the cardiovascular, muscular and skeletal systems. The specific risks vary from (1) minor injuries such as scratches, bruises and sprains, to (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, to (3) catastrophic injuries including paralysis and death. I understand that if I have questions about possible hazards, it is my responsibility to seek additional information from the Wheelhouse staff prior to signing the Form. I also understand that, despite safety precautions, the Wheelhouse cannot guarantee that my child/ward will not be injured. My child/ward and I are willing to assume these risks. To minimize the risk, I have instructed my child/ward to obey all rules, regulations, instructions, directions and requests of the Wheelhouse.

## **ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE & AGREEMENT TO SUE**

In consideration for permitting me/my child/ward to participate in the Wheelhouse, I voluntarily agree, for myself, my heirs, personal representatives, successors and assigns to the following: **to assume full responsibility for any risks or loss, or personal injury, including death** that may be sustained by me/my child/ward, or any loss or damage to property owned by me/my child/ward, as a result of training for, participating in, or traveling to or from the Wheelhouse or any Wheelhouse related activity.

1. **To release, waive, hold harmless, discharge, and agree not to sue** Wheelhouse Group, LLC or its members, officers, employees, volunteers, agents, students, and



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staff (hereinafter referred to as "releases") from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty, or other duty of care, warranty, strict or other liability actions, and causes of action whatsoever, that I might now have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while training for, traveling to or from, or participating in the Wheelhouse or any Wheelhouse related activities.

2. **The participant is physically sound.** The undersigned represents that the Participant is mentally and physically sound and suffering from no condition or impairment that would prevent the Participant's safe participation in the instruction and physical activities offered by the Wheelhouse and all Wheelhouse Activities. The undersigned agrees to keep the Participant's instructor and all other Wheelhouse personnel informed of changes to the Participant's physical condition or changes in the Participant's ability to perform the activities associated with the Participant's training, the instruction and the Wheelhouse activities.
3. **The participant has had a recent physical examination.** The undersigned acknowledges that it is recommended that the Participant has a yearly or more frequent physical examination and consultation with the Participant's physician regarding physical activity, exercise and use of exercise equipment. The Participant has either (i) had a physical examination and been given the Participant's physician's permission to participate in the instruction and Wheelhouse activities or (ii) the undersigned allows the Participant to participate in the Wheelhouse activities without the approval of the Participant's physician and assume responsibility for that participation.

#### **PHOTOGRAPHY PERMISSION AND PHOTO RELEASE**

I give permission for photographs taken of me/my child/ward while participating in the Wheelhouse and Wheelhouse activities to be used in marketing and public relations material in the promotion of the Wheelhouse.

**By entering my name, I confirm I have read and agree to be bound by the agreements and waivers for this program and that my electronic signature is the legal equivalent of my handwritten signature.**