Last Updated: 3/20/24

# **Surge Track Club Release Waiver and Participation Agreement**

Participant Name:	_
Date of Birth:	
Address:	

### **Acknowledgment of Risk**

I, the undersigned participant (or parent/guardian if the participant is under the age of 18), in consideration of participating in athletic training, competitions, and related activities ("Activities") organized by Surge Track Club (Surge Track and Field LLC), acknowledge and agree that:

I am aware that participating in athletic activities involves inherent risks of physical injury, illness, disability, or death, which might result from my own actions, or inactions, the actions or inactions of others participating in the Activities, or the conditions in which the Activities take place.

I willingly agree to assume all risks associated with participating in the Activities, both known and unknown, even if arising from the negligence of the Club, its coaches, officials, volunteers, participants, or others, and assume full responsibility for my participation.

#### Waiver and Release of Liability

I hereby release, waive, discharge, and covenant not to sue the Club, its directors, officers, employees, volunteers, agents, and sponsors, from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including death, that may result from or occur during my participation in the Activities, whether caused by negligence of the Club, its governing board, directors, officers, employees, volunteers, agents, or sponsors, or otherwise.

I understand and agree that this Release of Liability covers each and every activity and event in which I participate hereafter under the auspices of the Club.

#### Indemnification

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I agree to indemnify and hold harmless the Club, its directors, officers, employees, volunteers, agents, and sponsors, from any and all liabilities or claims made as a result of participation in the Activities, whether caused by the negligence of myself or otherwise.

#### **Medical Release**

I give my consent for Club officials or volunteers to seek emergency treatment for me in case of injury, illness, or other health condition that may arise during my participation. I agree to be financially responsible for any medical or legal bills that may result from such treatment.

I affirm that I have medical insurance to cover any injury or damage I may suffer or cause while participating in the Activities, or else I agree to bear the costs of such injury or damage myself.

## Acknowledgment

I have read this release of liability and assumption of risk agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant's Signature:	
Date:	
Parent/Guardian Signature (if under 18):	
Date:	