



Assumption of Risk – Waiver of Liability – Indemnification Agreement (READ BEFORE SIGNING)

Upward Unlimited DBA Upward Sports (hereafter referred to as **UPWARD**) is an organization committed to our participants and the community – providing opportunity and facilities at the **Star Center** and other outside sites to enhance participants' skills and enrich their lives. Our mission is to promote the discovery of Jesus through sports.

Our activities embody the values of participation, sportsmanship, and healthy living. Our activities may be divided into two broad categories: 1) formal competitions and 2) fitness, skill, & leisure activities. *Formal competitions* includes, but is not limited to, team sports tournaments, competitions, and leagues as well as special competitive events (e.g., cheerleading). *Fitness, skill, & leisure activities* include, but is not limited to, fitness activities & instruction, private and group sport instruction (e.g., clinics, academies, workouts), cheerleading clinics, rock wall climbing, pick-up games, dodgeball & other games, line dancing, batting cages & pitching tunnels, summer sports camps, & more.

A few of the many benefits the participant gains from **UPWARD** activities are physical fitness, fun, teamwork, opportunity to compete, better health, social interaction, building friendships, increased skill level, and development of Christian values. While the many benefits of these activities are apparent, **UPWARD** regards participant safety as a top priority and feel it is important that the ADULT PARTICIPANT (or MINOR PARTICIPANT & PARENT/GUARDIAN), [hereafter referred to as the **Participant/Parent**] understand that all activities include inherent risks [An **inherent risk** is one that cannot be eliminated without changing the nature of the activity].

Inherent Risks in UPWARD sports: It is impossible to list all inherent risks of all **UPWARD** sports because each sport has its own risks. Some of the typical inherent risks include, but are not limited to: falls (slips, slick floors, blocked by others, dropped by cheerleader); trips (unseen objects, stationary objects, by others); striking floor or hard surface (landing awkwardly, failing to perform skill adequately, striking equipment, shifted padding); imperfect playing surfaces (holes, indentations, slick area, stones); collisions (with walls, tables, stationary objects, goals, opponents, teammates, officials); being struck by objects (balls, bats, paintball, opponent), blows to the head (contact with helmets, heading the ball, hit by spiked volleyballs); equipment malfunction (belay equipment or harness, facemask breaks); contact with co-participants or competitors (when rebounding, blocking out, going for a ball, tackling); weather (high heat & humidity, cold, sudden changes, hail, rain, sleet, high winds, unexpected lightning); wildlife (bees, insect bites, snakes).

Inherent Risks of Human Error: participant actions (over-exertion, reckless or negligent actions, failure to follow instructions, inadvertent inattentiveness, attempting action without supervision or spotter); co-participant actions (reckless or negligent actions, inattentiveness or distraction, careless in spotting); coach, official, or staff/management actions (inadvertent inattentiveness or temporary distraction; insufficient instruction; errors in judgment regarding progression, identification of injury, best teaching techniques, use of equipment, or participant readiness, in emergency care, and training staff in emergency care).

UPWARD feels that it is important that the **Participant/Parent** understand that three types of injuries can occur. Minor injuries are the most common and include, but are not limited to, muscle soreness, headaches, sprains, abrasions, cuts, black eyes, blisters, and bruises. Serious injuries are less common, but can occur occasionally. They include, but are not limited to, broken bones; concussions; joint injuries (e.g., torn ligaments, tendons, or cartilage); eye injuries, cuts, broken teeth. Catastrophic injuries are very rare; but **UPWARD** feels that every **Participant/Parent** should be aware of the slight possibility. These infrequent injuries include, but are not limited to heart attack, stroke, permanent disability, brain injury, paralysis, blindness, and even death.

Assumption of Inherent Risks: I, the **Participant/Parent**, have read the preceding paragraphs informing and reminding me of the risks of **UPWARD** activities. **I understand that all UPWARD activities include inherent risks that cannot be totally eliminated** regardless of the care taken by **UPWARD**. **I know, understand, and appreciate** the types of injuries inherent in **UPWARD** activities. I hereby assert that **participation is voluntary** and the **Participant/Parent** knowingly assume all inherent risks of the activity.

Waiver of Liability for Ordinary Negligence of UPWARD : In consideration of permission to participate in **UPWARD** activities, today and on all future dates, **I, the Participant/Parent**, on behalf of myself, my spouse, heirs, executors, administrators, personal or legal representatives, and assigns (hereafter referred to as the Releasing Parties) **do hereby waive, release, covenant not to sue and discharge Upward Unlimited DBA Upward Sports (UPWARD)**, [external host (if any), corporate partners, directors, board members, officers, employees, volunteers, independent contractors, agents, and equipment suppliers] (hereafter referred to as the Protected Parties) **from liability from any and all claims, demands, and actions of every name and nature including those arising from arising from 1) the ordinary NEGLIGENCE of UPWARD or other protected parties and/or arising from 2) the presence of myself and/or MINOR PARTICIPANT on the premises of UPWARD.**

This Assumption of Risk, Waiver, and Indemnity Agreement, applies to, but is not limited to, any of the following:

- Illnesses, personal injury (including death), and/or economic loss to the **Participant/Parent** arising from participation in **UPWARD** tournaments and activities (including, but not limited to, individual use of facility, instructional sessions, personal practice; observation; and while on any **UPWARD** premises [locker room; café; administrative area; restrooms; equipment/maintenance areas; and sidewalks, steps, roadways and parking lots]).
- Any and all claims resulting from the damage to, loss of, or theft of property.
- The release of **UPWARD** from any claims and rights that **Participant/Parent** may have against **UPWARD** now and/or in the future.

Indemnification: I, the **Participant/Parent**, also agree to hold harmless, defend, and indemnify **UPWARD** and other protected parties (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) from **any and all claims of Releasing Parties** or others acting on my behalf of **Participant/Parent**, arising from participation in **UPWARD** Activities or presence on the premises, (including those **arising from the inherent risks** of the activity or the **ordinary negligence of Protected Parties**). I further agree to hold harmless, defend, and indemnify **UPWARD** and Protected Parties against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant while on the premises utilized for **UPWARD** Activities.

Clarifying Clauses: I, the **Participant/Parent** confirm that:

1) I understand that **this is the entire agreement** between *UPWARD* and me and that it cannot be modified or changed in any way by representations or statements by any agent or employee of *UPWARD*.

2) The foregoing Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant Not to Sue is intended to be as broad and **inclusive as is permitted by the laws** of the State of South Carolina and that **if any portion thereof is held invalid**, it is agreed that the balance shall continue in full legal force and effect.

3) If legal action is brought, either the appropriate state trial court for Spartanburg County, South Carolina, or the United States District Court for the District of South Carolina has the **sole and exclusive jurisdiction** and that only the substantive laws of the State of South Carolina shall apply.

4) I will engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of participation in *UPWARD* shall be submitted to binding arbitration in accordance with the applicable rules of The Institute for Christian Conciliation then in effect.

Acknowledgements to Promote Participant Safety: These aid *UPWARD* in providing for the health and safety of the participant.

Health Status. The **Participant/Parent** affirms that he or she:

- Possesses no health problems or physical disabilities that would make participation unwise or risk injury.
- Understands that *UPWARD* advises all participants to seek medical clearance prior to participation.
- Understands that it is his or her duty to inform staff and cease participation immediately if there is any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, or chest pains) during participation.
- Possesses sufficient skills, experience in the activity, coordination, and fitness to safely participate.

Medical Care. The **Participant/Parent** affirms that he or she:

- Authorizes the use of first aid by *UPWARD* authorities if *UPWARD* deems it is needed.
- Authorizes the use of CPR and/or an AED if *UPWARD* authorities deem it is needed.
- Authorizes *UPWARD* to secure emergency medical care and transport if deemed necessary.
- Agrees to assume all cost of emergency care and transportation.

Rules and Safety. The **Participant/Parent** agrees:

- To report all injuries (even minor injuries) so that *UPWARD* may make a record of the injury.
- To wear all recommended safety gear during participation.
- To follow all rules of the activity and of *UPWARD*.
- That *UPWARD* has authority to halt my participation if it endangers the participant or others.

Photo/Video Release. The **Participant/Parent** affirms:

- That *UPWARD* has permission to take photos and/or videos of the participant during the event and may use such for promotion, advertising, and marketing.

Acknowledgment of Understanding: I, the **Participant/Parent**, have read and understand this Agreement. I understand that I am **giving up substantial rights**, including: 1) my right as an ADULT PARTICIPANT to recover damages for any loss I may suffer resulting from my injury or death resulting from participation at *UPWARD*; 2) my right as a PARENT/LEGAL GUARDIAN to recover damages for any loss I may suffer resulting from injury to or death of myself or my MINOR PARTICIPANT resulting from participation at *UPWARD*; and 3) the right of my MINOR PARTICIPANT to recover damages for any loss he/she might suffer from injury or death resulting from participation at *UPWARD*. I acknowledge that I am voluntarily signing this agreement, and **intend my signature to be a complete release of all liability, including that due to inherent risks or ordinary negligence by the Protected Parties**, to the greatest extent allowed by law of the State of South Carolina.

***Further, I, the PARENT/GUARDIAN, assert that I have explained the risks of the activity to my minor son or daughter and that the MINOR PARTICIPANT understands this Agreement.

For Adult Participant

Signature of ADULT PARTICIPANT

Name of ADULT PARTICIPANT (Please Print)

Date

Emergency Contact Person

Phone

For Parent/[Guardian Of Minor Participant

I certify that I am the parent or legal guardian of the minor participant listed below and know that I am legally bound by this agreement. I also understand that if I am NOT the parent or legal guardian, I am making myself legally and financially liable for injury or loss to the minor.

Signature of PARENT/GUARDIAN

Date

Name of PARENT/GUARDIAN (Please Print)

Parent or Guardian
Please Circle

Name of MINOR PARTICIPANT (Print)

Birth Date

Age

Emergency Contact Person

Phone