

**PARTICIPANT WAIVER AND RELEASE OF LIABILITY AND
ASSUMPTION OF RISK AGREEMENT
*** READ BEFORE SIGNING*****

Team/Organization Name: _____

Participant Name: _____

In consideration of being allowed on the property and/or inside any structure of Iron Horse Sports, LLC at 429 Verla Drive, Windber, PA 15963, to observe or coach or participate in any way in a practice, game, training program, showcase, or any related events and activities, I the undersigned, acknowledge and agree that:

1. The risk of contracting a contagious disease including COVID-19 and the risk of injury from parking/driving/walking across the parking lot/sidewalk/property and from observing or participating in any program, practice, game, or event of any kind is significant, including the potential of being struck by ice or a foul ball or slipping and falling on any surface, and that such risk could include injury, paralysis, or death to me or any minors or elderly or disabled people in my care.

2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility of such risks for my observation or participation in any way, and for the observation or participation of others under my care or supervision.

3. I willingly agree to comply with all facility rules, staff instruction, PA Health Department guidelines, and any other terms or conditions for participation. If I observe any hazard during my presence or participation, I will remove myself from observation or participation and bring all such observed hazards to the attention of an Iron Horse Staff member or any renting organization staff member immediately.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS** Iron Horse Sports, LLC, its officers, officials, employees, other participants, sponsors, advertisers, and if applicable owners or lessors or renters of the premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY, OR DEATH** that I or my minor children or other attendees in my care may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

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

Participant Signature: _____ Age _____ Date: _____

Printed Name: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS AND/OR SPECTATORS UNDER THEIR CARE OR SUPERVISION WHO ARE OF MINOR AGE (UNDER THE AGE OF 18)

This is to certify that I, as parent/guardian with legal responsibility for this participant and all spectators under my care, do consent and agree to their release as provided above of all Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability related to my child's involvement or participation, along with any accompanying child or elderly person in my charge at the event, as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

Parent/Guardian Signature: _____ Date: _____

Printed Name: _____