ECA Summer Weight Training Registration and Release Agreement

Student's Name		_ Male/Female (circle one)
Date of Student's Birth://	Grade for Upcoming School Year:	
Address:		
Primary Phone #:	Secondary Phone #	
Primary email contact:		
Secondary email contact:		
Emergency contact name and phone number:		

Representations: My child has had a recent physical examination and is physically able to participate in all summer weight training activities (the "Activities") at Eden Christian Academy ("ECA"). I have notified the weight training coordinator(s) of any special health conditions my child has. I understand and agree that primary first aid might be administered by weight training coordinator(s) prior to my being contacted concerning my child's injury. My child has his or her own health insurance coverage.

Waiver: In consideration of permission to participate in the Activities and to use the property, facilities, and services of ECA, I, on behalf of myself, my child, my heirs, personal representatives, or assigns, do hereby <u>RELEASE</u>, <u>WAIVE</u>, <u>DISCHARGE AND COVENANT</u> <u>NOT TO SUE</u> ECA, its directors, officers, employees, volunteers, independent contractors, representatives and agents from liability from any and all claims arising from my child's participation in the Activities, including without limitation the negligence of ECA or any of the aforementioned parties. This waiver applies to 1) personal injury or death from accidents or illnesses arising from my child's participation in the Activities, observation, and individual or collective use of the facilities, premises, or equipment; and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification and Hold Harmless: I also agree to <u>HOLD HARMLESS AND IDEMNIFY</u> ECA from all claims arising from, and to reimburse them from any expenses incurred as a result of, my child's participation in the Activities. I further agree to pay all costs and attorneys' fees incurred by ECA in investigating and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that ECA is not responsible for injury or loss.

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. Participation in the Activities may involve strenuous exertions of strength using various muscle groups; some involve sustained physical activity, which places stress on the cardiovascular system. The specific risks vary from one Activity to another, but in each Activity the risks range from minor injuries such as scratches, bruises and sprains, to major injuries such as loss of sight, joint or back injuries, concussions, heart attacks to possible catastrophic injuries or death. I have read the previous paragraphs and I know the nature of my child's participation in the Activities. I understand the demands of those activities relative to my child's physical condition and skill level, and I appreciate the types of injuries which may occur as a result of participation in the Activities. I hereby assert that my child's participation is voluntary and that I knowingly assume all such risks.

Severability and Venue: I further expressly agree that this Agreement is intended to be as broad and inclusive as is permitted, by the internal laws of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in Allegheny County, Pennsylvania. This Agreement contains the entire agreement between the undersigned and ECA concerning its subject matter. This Agreement supersedes any prior agreements or understandings between me or my child and ECA concerning the subject matter of this Agreement.

Acknowledgement of Understanding: I have read this Agreement and fully understand its terms. I 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 my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law in the Commonwealth of Pennsylvania.

Insurance Provider:	Group Number:
Parent/Guardian Signature:	Date:

**Checks can be made payable to "ECA" in the amount of \$50. Please place on memo line "summer weight training".