

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT WITH THE PLEX

IN CONSIDERATION of being permitted to participate in any way in any Plex program or for usage of the facility or grounds, I, for any dependent: **ACKNOWLEDGE** and agree that I understand the nature of any activity in which I/any dependent participate(s) and am qualified and in proper physical condition to participate in this activity. I hereby authorize The Plex and its associates to utilize any and all photographs, pictures, video or other likeness of him/her/me as they deem appropriate in its promotional materials.

FULLY UNDERSTAND THAT: All activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death; these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, or the condition in which the activity takes place. **I fully accept and assume all such risks & responsibility for losses, costs, and damages** I/my dependent incur(s) as a result of my participation or that of the minor in the activity.

HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE PLEX, their respective administrators, director, agents, managers, owners and employees, other participants, leasees any sponsors from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releases". I further Agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I will indemnify, save and hold harmless each of the releases from any litigation expenses, attorney fees, loss, liability, damage, or cost which may occurs as the result of such claim.

AS A FURTHER CONSIDERATION of my Participation in any Plex Activity, I grant The Plex perpetual and non-revocable permission to use my name, photographs and video in which my image and likeness appears in connection with my Participation in Plex Activities and further grant permission to display, publish, distribute, use, print and reprint such images and likeness, and the right to employ such images or likeness in advertising and promotions relating to The Plex.

TEXT MESSAGE DISCLAIMER: I, the undersigned parent/guardian/participant/representative, in enrolling at The Plex understand that I may receive text messages from The Plex. Standard Msg & data rates apply. Reply STOP to STOP.

CDC GUIDELINES: All Plex participants must consent that they do not present any of the following COVID-19 symptoms, which include shortness of breath, fever, dry cough, runny nose and sore throat. You must also confirm that you have not been in contact with a person who has been diagnosed with COVID-19 in the past 14 days. The Plex strongly recommends that patrons maintain social distancing of at least 6 feet at all times. Caledonia Sports Management will not be held liable for any illness contracted by participating at The Plex.

REFUND POLICY - INDIVIDUAL REGISTRATIONS: If you need to cancel (for any reason) prior to the start of the session, we will issue you a credit voucher worth all registration fees paid. This voucher is good for any Plex youth program registration (valid for one full year). Your credit voucher is only transferable to an immediate family member. In the case of a natural disaster or pandemic, refunds will be at the discretion of The Plex. If a cash refund is requested, the following applies: Registrations cancelled before the posted program deadline will receive a refund of the amount paid minus a \$10 administrative fee* Registrations cancelled after the program deadline until the day the session begins will receive a 70% refund of the registration fee* Decisions regarding any refund requested after the session has begun will be at the sole discretion of the program director *Any fee charged by our online registration provider is non-refundable.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I acknowledge I have read and understand the Plex Waiver, CDC Guidelines and Refund Policy

Printed Name of Participant: _____

Date of Birth: ____/____/____

Male

Female

Team Name: _____ Division: _____

2nd Team: _____ Division: _____

Fall

Winter 1

Winter 2

Spring

Summer 1

Summer 2

Required: *

*Phone: _____ - _____ - _____ *Sport: _____

*Address: _____

*City: _____ *State: _____ *Zip: _____

*Email: _____

Player's Signature (if over 18): _____ Date: _____

Parent's Signature (if player is under 18): _____ Date: _____

