

**TOTAL SPORTS EXPERIENCE, LLC  
TOTAL SPORTS FACILITY  
880 ELMGROVE ROAD, ROCHESTER NEW YORK**

**RELEASE OF LIABILITY - WAIVER FOR PARTICIPATION (TEAM)  
READ BEFORE SIGNING**

In consideration of being allowed to participate in any way at Total Sports Experience, LLC, its programs, related events, and activities, the undersigned understands, acknowledges, appreciates and agrees that:

1. RELEASEE shall be defined for purposes of this Release of Liability-Waiver for Participation as Total Sports Experience, LLC their respective agents, representatives, employees (former, current or future), members, officers, directors, officials, successors and/or assigns.

2. I understand and hereby affirm that, in regard to my participation in any activity that involves physical exercise or exertion, I shall follow the advice of my personal physician, including any restrictions, recommendations or instructions which he/she offers. I shall not participate in any activity until I have been given instruction regarding the use of, and I have received and understood the safety and emergency practices associated with, and I have agreed to follow all rules and regulations governing the use of the facilities and equipment. I am freely and voluntarily participating in physical activity which involves physical exercise and/or exertion at the Total Sports Facility located at 880 Elmgrove Road, Rochester, New York.

3. I willingly agree to comply with any and all stated customary rules, terms and conditions for participation. If, however, I observe any unusual hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

4. I further understand and affirm that the risk of injury from the activities involved in this program is significant, including potential for serious injury and/or death, including permanent paralysis, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury and/or death does exist.

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEE, OR OTHERS, AND I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.

5. I, on behalf of myself, my beneficiaries, heirs and assigns covenant and agree to indemnify, protect, defend and save harmless RELEASEE, their agents, representatives, employees (former, current or future employees), members, officers, directors, officials, successors and/or assigns from and against any and all damages, losses, charges, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, and/or expenses, including, without limitation, all reasonable attorneys' fees, which may now or in the future be undertaken, suffered, paid, awarded, assessed, imposed, asserted or otherwise incurred by RELEASEE, their agents, representatives, successors, employees (former, current or future employees), members, officers, directors, officials, successors and/or assigns relating to, resulting from or arising out of my use and/or participation at the Total Sports Facility (including the fitness center) located at 880 Elmgrove Road, Rochester, New York, including but not limited to any loss or liability to my person or property, or to that of any other person or property.

**Photography and Video Recordings**

Photographs and/or video are occasionally taken of program and event participants at Total Sports Experience. These photographs are used to promote future programs and events. If you prefer that you or your child not be included, please notify the photographer.

I HAVE READ THIS RELEASE OF LIABILITY AND WAIVER FOR PARTICIPATION AND I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS DOCUMENT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS.

**This form must be signed by all players (parent or guardian if under 18 years of age) and all team managers/coaches.**

**The manager/coach will have a medical release form for all players with them when using the facility.**

Team Name: \_\_\_\_\_ League: \_\_\_\_\_ Season(s): \_\_\_\_\_

Main Contact: \_\_\_\_\_

Main Contact Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Main Contact Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MANAGER/COACH IS RESPONSIBLE FOR HAVING ALL TEAM MEMBERS COMPLETE REVERSE SIDE**

I have read and understood the Facility Waiver on the reverse side

Team:

Season(s):

|    | <b>Team Members Name</b><br><b>(Print Legibly)</b> | <b>Address</b><br><b>(Required)</b> | <b>Town</b><br><b>(Required)</b> | <b>Zip</b><br><b>(Required)</b> | <b>Phone #</b><br><b>(Required)</b> | <b>E-Mail</b><br><b>(Required)</b> | <b>Signature</b><br><small>(Parent must sign if under 18)</small> |
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