

**THE ORIGINAL SPORT LLC d/b/a VOLUTION ATHLETICS CLUB –
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

Please read carefully before signing. This document has legal consequences and will affect your legal rights and ability to bring future legal actions

In consideration of being allowed to participate in any way at The Original Sport LLC d/b/a Evolution Athletics Club, related events and activities, I, the undersigned on behalf of myself or as Parent/Guardian of a minor child, (if applicable) and my personal representatives, heirs, assigns and next of kin acknowledges, appreciates and agrees that:

1. The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved in this program as significant, including the potential for permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,
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 for my participation; and,
3. I willingly agree to comply with the state and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. **I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE THE ORIGINAL SPORT LLC, EVOLUTIUN ATHLETIC CLUB (AND EACH OF THEIR RESPECTIVE AFFILIATES, ADMINISTRATORS, DESIGNEES, LICENSEES, AGENTS, COACHES, OFFICERS, DIRECTORS AND EMPLOYEES), OTHER PARTICIPANTS, OPERATIONS, VENDORS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND OWNERS AND LESSEES OF PREMISES USED IN CONNECTION WITH AN EVENT (“RELEASEES”) WITH RESPECT TO ANY AND ALL INJURY, DISABILITY DEATH OR LOSS OR DAMAGE TO PERSON OR PROPERTY ASSOCIATED WITH MY PRESENCE OR PARTICIPATION, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW;**
5. **I HEREBY AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY EACH OF THE RELEASEES FROM ANY LOSS, LIABILITY, CLAIM, DAMAGE, JUDGMENT, LEGAL FEES, OR COSTS ARISING FROM OR INCURRED DUE TO MY PARTICIPATION IN OR OTHERWISE IN CONNECTION WITH THE EVENT, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.**
6. I am responsible for all property I bring into The Original Sport LLC d/b/a Evolution Athletics Club premises and facilities, and I agree that the Releasees shall have no responsibility for any loss or damage to my property.
7. I expressly agree that (a) this **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT** is governed by the laws of the State of Connecticut, USA and is intended to be as broad

and inclusive as is permitted by Connecticut law, and that if any portion hereof is held invalid it is agreed that the balance shall nonetheless continue to full legal force and effect; and (b) for the purposes of any action or proceeding arising out of or related to this **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**, I expressly submit to the jurisdiction of all federal and state courts located in the State of Connecticut.

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

NAME

AGE

PRINT NAME

DATE AND CITY WHERE SIGNED: _____

FOR PARTICIPANTS OF MINORITY AGE (<18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's /ward's involvement or participation in these activities as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, to the fullest extent permitted by law.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date Signed: _____

Emergency Phone Number: () _____