



WAIVER, RELEASE OF LIABILITY, AND COVENANT NOT TO SUE FORM

The undersigned, acknowledge, appreciate, and agree that by participating in programs provided by NWDS:

1. Player **RISKS BODILY INJURY, INCLUDING PARALYSIS, DISMEMBERMENT, DISABILITY AND DEATH**, and while particular rules of the sport, skills, equipment, and personal discipline may reduce this risk, **THIS RISK OF SERIOUS INJURY DOES EXIST, AS WELL AS THE RISK OF DAMAGE TO OR LOSS OF PROPERTY.**
2. Parents for themselves and on behalf of Player **KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE ORDINARY NEGLIGENCE OF NWDS or ITS AGENTS**, and assume full responsibility for Player's participation, all with respect to any programs or activities provided by NWDS.
3. Parents for themselves and for Player, and on behalf of all heirs, assigns and personal representatives, **HEREBY RELEASE, INDEMNIFY, HOLD HARMLESS and PROMISE NOT TO SUE NWDS**, their members, owners, officers, officials, volunteers, employees, agents, independent contractors and/or other participants, sponsors, advertisers, and, if applicable, the owners and lessors of premises used for the activity (collectively "RELEASEES") from all claims, arising directly or indirectly out of any activities or programs provided by NWDS **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or LOSS OR DAMAGE TO PLAYER OR PLAYER'S PROPERTY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE RELEASEES OR OTHERWISE, EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE, RECKLESS CONDUCT, OR INTENTIONAL ACTS.** As a result, Parents freely and voluntarily and with knowledge, waive any of Parent's rights and those rights on behalf of Player.
4. If Parents observe any unusual significant hazard during Player's presence or participation in any activities in the Agreement or if Parents or Player know of any concern in Player's readiness for participation in said activity, Parents will immediately bring such to the attention of NWDS and remove Player from participation in the activity.
5. Parents agree that Player participation in activities and programs provided by NWDS are optional, and that Player has the choice to participate in like activities with another provider. Parents and Player freely and voluntarily choose to participate with NWDS.
6. Activities and Programs provided by NWDS include, but are not limited to, training sessions, clinics, camps, teams, leagues, classes, and lessons, either provided at the NWDS Sports Academy location or elsewhere.
7. If any Court concludes that any provision or portion thereof of this agreement is invalid or unenforceable, that provision shall be severed from the remainder of the agreement, and all remaining provisions of this agreement shall then continue in full force. If any Court concludes that any provision is invalid in its scope, such provision shall be valid to the extent of the scope permitted by law.
8. Where applicable, the term Parent as used in this form shall also mean Legal Guardian of the Player
9. If Player is over the age of 18, Player agrees that all the terms and conditions of this form shall apply to Player who is executing this form on Player's behalf.

I have read this Waiver, Release of Liability and Covenant Not to Sue Form; I fully understand its terms; I understand that I have given up substantial rights by signing it, and I sign it freely and voluntarily without any inducement, duress or undue influence. I am not relying on any representations by NWDS related to this Waiver, Release of Liability and Covenant Not to Sue Form. I understand that I have the right to have my attorney review this form before I sign it.

Parent's Signature _____ Date Signed: _____

Parent's Name (printed) _____

Player's Signature _____ Date Signed: _____

Player's Name (printed) _____