

Warning, Waiver, Release of Liability, Assumption of Risk and Agreement to Participate

Full Name: _____ Date of Birth: _____

Phone: (_____) _____ - _____ Email: _____

Address: _____

Emergency Contact Name: _____

Relationship: _____

Phone: (_____) _____ - _____ Email: _____

In consideration of being allowed to participate in any way in any competition, program, or event at the Wyoming Valley Sports Dome, its related events and activities, I, the undersigned:

1. Recognize, understand, acknowledge, appreciate and agree that recreation, training and competition and the other activities I shall participate in on these premises are physical activities and that the risk of injury is significant, and that my participation might result in serious injury, including permanent disability or death, and severe social and economic loss to myself and others.
2. Recognize, understand, acknowledge, appreciate and agree that such risk may be due to not only my own actions, but also the action, inaction, or negligence of others, the regulations of participation, or the conditions of the premises, or of any of the equipment used.
3. Recognize, understand, acknowledge, appreciate and agree that there may be other risks that are not known to me or to others or not reasonably foreseeable at this time.
4. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS, AND I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.
5. Agree to inspect the facilities, equipment, and pairings prior to participation. I will immediately inform a representative of the event organizer if I believe that anything is unsafe or beyond my capability and refuse to participate.
6. Participate in the recreation, training and competition entirely of my own free will and understand the importance of following the rules of the competition and agree to abide by those rules.
7. Certify that I am free of any communicable/infectious disease(s) and am in good physical condition, and have no disease, injury or other condition that would impair my performance or physical and mental well-being during competition.
8. Grant permission in case of injury to have a doctor, nurse, athletic trainer or other emergency medical personnel provide me with medical assistance or treatment for such injury.
9. For myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify and hold harmless the Suchoski Partners, and Wyoming Valley Sports Dome, LLC, its officers, officials, agents and/or employees and other

participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises used for the activities (collectively referred to as the “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 or breach of contract of the Releasees or otherwise, to the fullest extent of the law.

10. Agree that any and all claims or disputes arising from my participation in this program shall be venued in the Luzerne County Court in the City of Wilkes-Barre, Pennsylvania, or in the Supreme Court of the Commonwealth of Pennsylvania.

11. Permit the use of any photos, slides, films or sketches of me taken during the program for publicity, advertising, promotion or other commercial purposes.

12. The **COVID-19** Pandemic and all associated federal, state, and local directives and guidelines underscore the risks associated for persons out in public. This Release is subject to any federal, state or local directives and it is the responsibility of the undersigned to be aware of such directives and how such directives may affect you and your family. The undersigned understands that exposure to the disease-causing organisms and objects, such as COVID-19, and personal contact with others, including but not limited to Suchoski Partners, and Wyoming Valley Sports Dome, LLC, its officers, officials, agents and/or employees and other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises used for the activities involves a certain degree of risk that could result in illness, disability, or death. The undersigned acknowledges that it is impossible to screen and/or monitor all such individuals.

The participant and/or the undersigned has read the above warning, waiver, release of liability, assumption of risk and agreement to participate, fully understand its contents and that fully understands that substantial rights have been given up by signing it and do hereby sign it voluntarily. I hereby certify that the participant and/or undersigned is either over eighteen (18) years of age and of sound mind or is under eighteen years of age but is in the charge of a parent or guardian who has read and explained this agreement to the minor child and is co-signing the agreement with the minor child. The participant and/or the undersigned is assuming these risks of his/her own free will, being under no compulsion or duress and understands this waiver and assumption of risk is all inclusive and may not be revoked, altered, amended, rescinded or voided without the express prior written consent of Suchoski partners, and Wyoming Valley Sports Dome, LLC.

Signature

Signature of Parent or Guardian

Date

Printed Name/Relationship to Minor