



****THIS IS AN IMPORTANT DOCUMENT. PLEASE READ IT.****

WAIVER OF RIGHTS AND RELEASE OF LIABILITY

(Client/Legal Guardian)

(Date of Birth)

(Address)

(City)

(State)

(Phone)

(Child(ren))

(Date of Birth)

In exchange for Forward Athletics, LLC (“Forward”) allowing _____ (Child(ren)) to participate in activities Client/Legal Guardian (“Client”) agrees as follows:

1. Acknowledgment of Risk

Client understands that Child will be involved in various athletics activities. There are certain inherent risks with such activities because the Child will be asked to exert effort and perform activities which may result in bodily and/or emotional injury. Some risks associated with participation in activities at Forward include, but are not limited to: injuries associated with physical play, such as concussions, broken bones, torn ligaments, injuries as a result of falls or contact with others, and property damage. Client understands that Child’s participation in activities at Forward will include participation in a variety of physical activities. Client understands that there is some inherent risk in the use of athletic equipment at Forward and that Forward cannot guarantee that use of such equipment will be completely free of risk of injury. Client agreed that Child may participate in all activities and will comply with Forward’s rules as established. Client understands that individuals affiliated with Forward (e.g., students, volunteers, additional staff) may also be present during activities.

Client also understands that Child may be engaged in activities at times where Client may not be present and an emergency may result where Forward may need to make immediate decisions related to how to address such emergency situations, including seeking immediate medical care. Such emergency situations involve certain risks, including risk of possible bodily or emotional injury.

Client acknowledges that the risks listed above, along with other risks inherent to participation in activities at Forward, may result in severe bodily and/or emotional injury, including permanent disability or death. Client recognizes that participation in activities at Forward involves other inherent risks, and that all such risks cannot be described as a part of this document.

Accordingly, if Client believes that Client needs more information regarding activities at Forward before Client waives his/her/their rights, Client acknowledges that Client may seek additional information or Client may refuse to have Child participate in activities at Forward.

2. Waiver of Rights and Release of Liability

Client hereby releases, waives and discharges Forward, its employees, agents, volunteers, attorneys, insurers, representatives, successors and assigns and any other person or entity which might derive liability from each of them, whether past or present and individually and in their official capacities (“Releasees”) from all liability, claims, and causes of action based upon the negligent acts or omissions of the Releasees arising in connection with Child’s participation in the activity(ies) described above; provided, however, that this waiver and release does not address injury, damage, or loss resulting from the intentional or reckless acts of any Releasee.

3. Opportunity to Negotiate

Client is encouraged to carefully review the contents of this Release of Liability and take the time Client feels is necessary to review it thoroughly. Client SHOULD NOT SIGN this Agreement unless Client understands and agrees to the terms and conditions of this Agreement. Client may wish to consult an attorney. IF CLIENT WISHES TO NEGOTIATE any of the terms of this Agreement and propose modifications, deletions, or additions, please contact Administration at info@forwardathleticswi.com or call 608-770-8932 prior to signing and executing this Agreement. If Client does not contact Administration prior to signing and executing this Agreement, Forward understands that Client is accepting the terms and conditions as set forth above, and that Client does not wish to pursue any further negotiations regarding the terms and conditions of this Agreement.

4. Miscellaneous

The parties agree that the provisions of this Waiver of Rights and Release of Liability are severable, and that the invalidity or unenforceability of any one or more of the provisions or clauses hereof, or any portion thereof, shall not affect the validity or enforceability of the other provisions or clauses of this Agreement, or any other portion thereof. The terms of this Agreement constitute the entire agreement and understanding between the parties concerning these subject matters. This Agreement is made pursuant to and shall be construed according to the laws of the State of Wisconsin.

I CERTIFY THAT I HAVE READ THIS WAIVER OF RIGHTS AND RELEASE OF LIABILITY AND MAY TAKE THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING BELOW, AND SIGN BELOW VOLUNTARILY.

I represent and warrant that I am authorized to sign this release and to bind myself and all parents and legal guardians of the Child to the terms above.

Date: _____

(Parent/Legal Guardian)*

Date: _____

(Parent/Legal Guardian)*