

SOUTH HILLS CATHOLIC ACADEMY – ST. ANNE GYM

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

All visitors must fill out and sign this Agreement. For visitors under 18 years of age, a parent or guardian must also sign this Agreement.

Visitor Last Name		Visitor First Name		MI	Date of Birth
Visitor Address		City	State	Zip	
Primary/Cell/Home Phone	Work Phone	Visitor Email (email addresses are not shared/sold)			Gender
Emergency Contact		Emergency Phone	Relation		

INTRODUCTION. Please read this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (this “Agreement”) carefully before signing. This Agreement informs you about your responsibilities and assumption of risks, and includes a release of liability, indemnification and surrender of certain legal rights.

Parent(s) or Legal Guardian(s) (hereafter collectively “Parent(s)”) of any visitor under the age of 18 (hereafter sometimes “minor” or “child”) shall sign this Agreement. “I,” “me” or other first person references shall include both the Parent(s) and the minor, unless the context requires otherwise. “Visitor” as used in this agreement refers to persons who visit and/or utilize the St. Anne Gym (the “Gym”) located at 4040 Willow Avenue, Pittsburgh, PA 15234 (the “Property”). References to “Visitor” include both minor and adult visitors.

The undersigned Visitor, including Parent(s) or Legal Guardian of any minor Visitor, desires to use or be granted access to the Gym owned by the South Hills Catholic Academy (“SHCA”), and in consideration for the opportunity to enter upon the Property and use the Gym, I, the undersigned Visitor, including Parent(s) or Legal Guardian(s) of minor visitors, agree as follows:

1) RELEASE AND INDEMNITY.

- a. I hereby release, waive, forever discharge, and covenant not to sue SHCA, its respective agents, officers, directors, employees, representatives, tenants, partners, joint-venturers, and all other persons or entities associated with SHCA (all of the foregoing parties, including without limitation SHCA, are collectively referred to hereinafter as the “Released Parties”), with respect to all losses, damages, expenses, claims, causes of action, or other liabilities (including attorneys’ fees and costs), whether known or unknown, arising out of any injury, damage, death or other loss to me or my child in any way connected with my/my child’s use of the Gym or my/my child’s presence on or about the Property. I hereby waive all claims I may have against the Released Parties, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against any one or more of the Released Parties, as a result of any injury, damage, death or other loss suffered by me or my child regardless of the negligence of any person, including but not limited to the negligence of any one or more of the Released Parties;
- b. I hereby agree to defend and indemnify (“indemnify” meaning protect by reimbursement or payment) and hold each of the Released Parties harmless with respect to all losses, damages, expenses, claims, causes of action, or other liabilities (including attorneys’ fees and costs), whether known or unknown: (i) brought by or on behalf of me, my child, or a family member, arising out of any injury, damage, death or other loss to me or my child in any way connected with my/my child’s use of the Gym, or my/my child’s presence on or about the Property, regardless of the negligence of any person, including but not limited to the negligence of any one or more of the Released Parties; and/or, (ii) brought by a co-visitor or any other person, arising out of any injury, damage, death or other loss claimed to be caused, in whole or in part, by my/my child’s use of the Gym or my/my child’s presence on or about the Property, regardless of the negligence of any person, including but not limited to the negligence of any one or more of the Released Parties.

The foregoing Release and Indemnity includes any losses claimed to be caused, in whole or in part, by the negligence of any one or more of the Released Parties and includes, but is not limited to, claims for personal injury, property damage, wrongful death, products liability, breach of contract or otherwise.

- 2) I agree to accept full responsibility for all of my personal property and acknowledge that SHCA is not responsible for any of my personal property, and hereby release the Released Parties from any and all liability for any loss or damage due to theft, vandalism, fire, accident or any other casualty to my personal property.
- 3) I agree to follow all SHAC rules and regulations that may be posted at the Gym or communicated to me by SHCA personnel from time to time. I further understand that it is my responsibility to comply with all laws and other requirements imposed by federal, state, and local authorities. I agree and acknowledge that SHCA may require me to immediately leave the Property and/or prohibit me from re-entering the Property in the future if SHCA determines, at its own and sole discretion, that I have violated any SHAC rules and regulations or any laws and other requirements imposed by federal, state, and local authorities.
- 4) I understand that neither SHCA nor any of the Released Parties makes any warranties or representations (express or implied) concerning the Gym and/or Property, including but not limited to my safety or that of my property while on or about the Property or the conditions of the Gym or the quality of the equipment I may use or encounter while in the Gym or on the Property.
- 5) The provisions of this Agreement will continue in full force and effect even after the termination of the activities conducted by me at the Gym and on the Property. This Agreement shall be binding upon myself and my family, my heirs, executors, personal representatives, estate, and my successors and assigns.
- 6) This Agreement shall be governed by, construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to conflict of law principles. In the event any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 7) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, statements, promises and discussions, oral and/or written, between the parties hereto with respect to the subject matter of this Agreement.

I VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY ACTION INVOLVING ANY ONE OR MORE OF THE RELEASED PARTIES OR THE CLIMBING FACILITY.

I have carefully read, understand and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon myself and my family, my heirs, executors, personal representatives, estate, and my successors and assigns. If the Visitor is under the age of 18 years, I am the parent or legal guardian of the Visitor and I hereby agree to the provisions of the foregoing Agreement.

Visitor or Parent or Guardian Signature	Printed Visitor or Parent or Guardian Name	Date	Primary Renter
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