

All in One Athletics and Recreation

Virginia Beach, VA 23451 • 757-679-5738

www.AIOathletics.com

Waiver of Liability, Assumption of Risks, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in any way in “All in One Athletics and Recreation” program. Parent/Guardian is required to attend all sessions with participant unless school or volunteer staff is attending. I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge and covenant not to sue** The Regents of “AIO” program and its officers, owner, employees, from liability **from any and all claims including the negligence of The Regents of “AIO”, its officers, employees and agents, City of Virginia Beach** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity. Parent/Guardian and participant are required to follow through with **Mediation and Arbitration** before any other legal actions take place.

Assumption of Risks: Participation in the activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from (1) minor injuries such as scratches, bruises, and sprains (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to (3) catastrophic injuries including paralysis and death. **I hereby read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks and any medical responsibilities needed.**

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Regents of “AIO” officers, owner, employees, agents HARMLESS from any and all claims, actions, suits, procedures, cost, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read the waiver of liability, assumption of risks, and indemnity agreement, fully understand its’ terms and **understand that I am giving up substantial rights, including my rights to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Refund/Cancellation/Expiration Policy: All training sessions or services must be purchased in advance. There are no refunds on session packages. Only individuals who cannot finish the sessions due to health issues accompanied by a written note from a physician, you are eligible for a refund for unused sessions minus a \$25 processing fee. All sessions must be used in their entirety within two (2) months from the date of purchase. Any sessions remaining after a two (2) month period will be considered expired and non-refundable.

Signature of Parent/Guardian of Minor Date

Signature/print of Participant Date

Participant’s Age (if minor) _____