



Release and Waiver of Liability and Indemnity Agreement

“XCEL” shall mean Xcel Sports Medicine LLC

“Entry to XCEL” shall mean the permission to enter XCEL for any purpose, including, but not limited to observation, use of facilities or equipment or participation in any way in any activity at XCEL.

“Premises” shall mean the premises, any facilities and any equipment therein.

In consideration of being permitted Entry to XCEL the Undersigned hereby agrees to the following:

The Undersigned hereby acknowledges, agrees and represents that he or she has, or immediately upon entering will, inspect such premises and facilities. It is further warranted that such Entry to XCEL constitutes an acknowledgment that such premises and all facilities and equipment thereon have been inspected and that the undersigned finds and accepts same as being safe and reasonably suited for the purposes of such observation or use.

The Undersigned hereby releases, waives, discharges and covenants not to sue XCEL and releases XCEL from all liability to the undersigned for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of XCEL or otherwise, while the undersigned is in, upon, or about the XCEL Premises.

The Undersigned hereby agrees to indemnify and save and hold harmless XCEL and each of its representatives from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about XCEL Premises whether caused by the negligence of XCEL or otherwise.

The Undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of XCEL or otherwise while in, about or upon the XCEL Premises.

The Undersigned further expressly agrees that the foregoing release, waiver of liability and indemnification is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The Undersigned has read and voluntarily signs the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

Name _____ **Date of Birth** _____

Address _____ **City** _____ **State** ___ **Zip** _____

Home Phone _____ **Work Phone** _____

Cell Phone _____ **Email** _____

I Have Read This Release.

_____	_____	_____	_____
Signature of Applicant	Date	Signature of Parent or Guardian	Date