



RTSW SFM, LLC

Assumption of Risk ** Waiver of Liability ** Indemnification Agreement **Indemnification and Consent to Athletic Trainer and Paramedic Services** **and NPP Receipt**

Rocky Top Sports World SFM, LLC operates under the ownership and management of **RTSW SFM, LLC, City of Gatlinburg, Sevier County, and Sevier County Board of Education (here into referred as “Partnership”)** and is a multi-purpose sports and recreation center that provides an extraordinary menu of sports and activities for participants of all ages.

Partnership and its staff regard participant safety as a top priority and feel it is important that the **PARTICIPANT/PARENT** (which refers to either an Adult Participant OR a Minor Participant and Parents/Guardians) understand that there are risks inherent in all physical activity. **Partnership** takes great care to reduce the risks associated with the many physical activities offered at the facility.

However, regardless of the care taken to avoid injuries, some risks are inherent in any physical activity and cannot be totally eliminated without changing the nature of the activity. (Note: Coaches or supervisors are present for certain activities, but the Participant/Parent should have no expectation of supervision over an area or activity unless directly specified otherwise.); collisions with objects or co-participants; falls to the playing surface; unexpected equipment failure or malfunction; careless or erratic acts by co-participants; errors in judgment/supervision of supervisors, other employees, or officials; and being struck by an object (e.g., ball, puck, bat, stick, boxer’s fist). There are also inherent risks that are specific to a sport – such as being kicked in soccer; being struck by a ball in lacrosse or softball; and body contact by a blocker in flag football. There are even risks at a child’s birthday party such as children running into others, swinging objects carelessly, playing in a reckless manner, and not following the rules. Likewise, in camps or team building activities, injuries can occur due to enthusiasm of participants or striving to win or achieve a goal.

Partnership feels that it is important that the PARTICIPANT/PARENT understand that three types of injuries can occur. *Minor injuries* are the most common and include, but are not limited to, muscle soreness, headaches, sprains, abrasions, and bruises. *Serious injuries* are less common, but do occur occasionally. They include, but are not limited to, broken bones, concussions, torn ligaments or cartilage, eye injuries, cuts, and internal injuries. *Catastrophic injuries* are very rare; but **Partnership** feels that every PARTICIPANT/PARENT should be aware of the slight possibility. These injuries include permanent disability, brain injury, paralysis and even death.

Assumption of Inherent Risks: I, the PARTICIPANT/PARENT, understand that all activities of **Partnership** include inherent risks that cannot be totally eliminated regardless of the care taken by **Partnership**. I, the PARTICIPANT/PARENT, have read the preceding paragraphs and 1) know, 2) understand, and 3) appreciate the types of injuries inherent in **Partnership** activities. I, the PARTICIPANT/PARENT, **hereby assert that participation is voluntary and the PARTICIPANT/PARENT knowingly assume all inherent risks of the activity,** today and on all future dates.

Waiver of Liability for Ordinary Negligence : In consideration of permission to use the property, facilities, equipment, and services of the Partnership, today and on all future dates, I, the PARTICIPANT/PARENT, on behalf of myself,

my spouse, heirs, executors, administrators, personal or legal representatives, and assigns (hereafter referred to as the Releasing Parties) **do hereby waive, release, discharge and covenant not to sue Partnership**, committees, all owners, directors, officers, managers, employees, volunteers, independent contractors, agents and equipment suppliers - hereafter referred to as the Protected Parties] **from liability from any and all claims, demands, and actions of every name and nature arising from the ordinary negligence** of the Protected Parties.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in **Partnership** activities including, but not limited to: recreational, practice, or competitive activity; events; organized or individual training and conditioning activities; individual or group instruction; as an observer or spectator; and individual use of all facilities. This applies to all facilities, fields, equipment, and all other premises including the associated sidewalks and parking lots and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification: I, the PARTICIPANT/PARENT, also **agree**, today and on all future dates, **to hold harmless, defend, and indemnify Partnership** (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) from **any and all claims** of Releasing Parties arising from participation in *Activities*, (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of Protected Parties).

I, the PARTICIPANT/PARENT, further agree to hold harmless, defend, and indemnify **Partnership** against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant in **Partnership** activities.

Clarifying Clauses: I, the PARTICIPANT/PARENT confirm that:

- 1) This agreement **supersedes any and all previous oral or written promises or agreements**. I understand that this is the entire agreement between me and **Partnership** and that it cannot be modified or changed in any way by representations or statements by any agent or employee of **Partnership**.
- 2) The foregoing Assumption of Risk, Waiver of Liability, Indemnification Agreement, is intended to be as broad and inclusive as is permitted by the laws of the State of Tennessee and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 3) If legal action is brought, the appropriate trial court for the County of Sevier in the State of Tennessee has the **sole and exclusive jurisdiction** and that only the substantive laws of the State of Tennessee shall apply.
- 4) I will engage in good faith efforts to **mediate** any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all *disputes, controversies, or claims arising out of participation in Partnership shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.*

Acknowledgements to Promote Participant Safety: These affirmations aid **Partnership** in providing for participant health and safety.

Health Status. The participant affirms that he or she:

- Possesses no health problems or physical disabilities that would make participation unwise, or risk injury.
- Will cease activity and inform **Partnership** of any health problem that arises during participation.
- Possesses sufficient skills, coordination, and physical fitness to safely participate.
- *Medical Care.* The participant affirms that he or she:
 - Authorizes **Partnership** to secure emergency medical care & transport if deemed necessary; **Partnership** does not staff medical personnel.
 - Agrees to assume all cost of the care and transportation listed above.
- *Rules and Safety.* The participant affirms that he or she agrees:
 - To report all injuries (even minor injuries) so that **Partnership** may make a record of the injury.
 - To wear all recommended safety gear during participation.
 - To follow all rules of the activity at **Partnership**.
 - To inform **Partnership** of any conduct or condition that creates a hazard for participants or others – and will immediately discontinue further participation in said activity.
- That **Partnership** has authority to halt my participation if it endangers the participant or others.

In consideration of the opportunity to provide certain statements and participate in photography or audio/video taping relating to certain products of Rocky Top Sports World, or its affiliated companies, I, for myself and, in the case of a minor (the "Minor"), for myself and the Minor in my capacity as the Minor's parent/guardian, agree as follows:

- 1) I hereby consent to the recording of statements, photographs, and/or audio or video recordings taken of the Minor or me by the **Partnership** or its contractors.
- 2) All statements, photographs, and/or audio or video recordings taken of the Minor or me, by the **Partnership** or its contractors, may be used by the **Partnership** for promotional, commercial or other purposes as determined by the **Partnership** anywhere in the world in its sole discretion. Neither the Minor nor I shall have any right to control the use or publication by the **Partnership** of the statements, photographs, and/or audio or video recordings.
- 3) All statements, photographs, and/or audio or video recordings taken of the Minor or me by the **Partnership** or its contractors, shall be the sole property of the **Partnership**. Neither the Minor nor I shall receive any compensation in connection with use of these statements, photographs, and/or audio or video recordings for promotional, commercial or other purposes.
- 4) On behalf of the Minor and myself, I hereby release, waive and discharge any claims of any kind or nature arising out of or relating to the use of the statements, photographs, and/or audio or video recordings against the **Partnership** or any person or firm authorized by the **Partnership** to publish said materials ("Publisher"), Such release, waiver and discharge shall also extend to all affiliated companies, shareholders, directors, officers, employees, agents and assigns of the **Partnership** and any Publisher.
- 5) This Release shall be binding upon the Minor and me, and our respective successors, heirs, assigns, executors, administrators, spouse and next of kin.
- 6) I HAVE READ THIS DOCUMENT AND I UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS ON BEHALF OF THE MINOR AND MYSELF (INCLUDING RIGHTS RELATING TO PUBLICITY AND PRIVACY WITH RESPECT TO THE COMMERCIAL USE OF ANY STATEMENTS, PHOTOGRAPHS, AND/OR AUDIO OR VIDEO RECORDINGS AND I SIGN THIS RELEASE FREELY AND VOLUNTARILY.

CONSENT TO ATHLETIC TRAINER AND PARAMEDIC SERVICES; ACKNOWLEDGMENT OF RECEIPT OF

NOTICE OF PRIVACY PRACTICES: LeConte Medical Center ("LMC") makes available to athlete participants the services of athletic trainers and paramedics at certain Rocky Top Sports World events. To the extent LMC athletic trainer and/or paramedic services are available at an event at Rocky Top Sports World, I hereby consent to such athletic trainers and/or paramedics furnishing athletic trainer/paramedic services to me and to any Rocky Top Sports World event participant or attendee for whom I am authorized to make health care decisions, including any minor child for whom I make health care decisions. I understand and agree LMC athletic trainers and paramedics furnish limited services, are not physicians or licensed to provide medical services, and will not provide services beyond the licensed scope of their authority or practice. I acknowledge and agree there is no guarantee any particular therapy, treatment, or service furnished or proposed by an LMC athletic trainer or paramedic will be successful or effective, and in the event of injury or illness, I acknowledge and agree it is my sole responsibility to seek prompt medical treatment for myself and/or any individual for whom I am legally responsible.

LMC's Notice of Privacy Practices is available at <http://www.lecontemedicalcenter.com/> and is also available in paper format on request made to an LMC athletic trainer or paramedic at Rocky Top Sports World. By my signature below, I hereby acknowledge that I have received and reviewed LMC's Notice of Privacy Practices and authorize LMC to use and disclose protected health information and other patient records (a) consistent with such Notice, including without limitation, for purposes of the treatment, payment, and health care operations functions described in such Notice, whether through electronic health information exchange or otherwise; and (b) as authorized or permitted by federal or state law.

Acknowledgment of Understanding: I, the PARTICIPANT/PARENT, have read and understand this Agreement. I understand that I am **giving up substantial rights**, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury or loss. I, the PARTICIPANT/PARENT, acknowledge that I am voluntarily signing this agreement, and **intend my signature to be a complete release of all liability, including that due to inherent risks or the ordinary negligence by the Protected Parties**, to the greatest extent allowed by law of the State of Tennessee.

I, the Parent, assert that I have explained the risks of the activity to my minor son or daughter and that he or she understands this Agreement.

Name of PARTICIPANT: _____ Date: _____
(Print)

Signature of PARTICIPANT: _____ Age: _____

IF Participant is a Minor, Parent/Guardian Must Complete the following:

Print Name of Parent/Guardian

Signature of Parent/Guardian

Date

Email address to receive Rocky Top Sports World updates: _____