

Acknowledgment, Release and Waiver of Liability For NWRA Activity

Person accepts the terms set forth below and acknowledges and agrees to the following definitions: For the purposes of this Acknowledgment, Release and Waiver of Liability (hereinafter "Release"), the term "Participant" refers, individually and collectively, to the person participating in the Activity, and that person's heirs, representatives, agents, and assigns. If the person participating in the activity is a minor, by indicating acceptance of this Release, such minor's parent, legal guardian or person standing in loco parentis (hereinafter "Parent") agrees to bind both the Parent and the minor child. A person will be considered to be "participating in the Activity" if the person is involved in the activity in any manner, whether as an athlete, contestant, team member, student, volunteer, spectator, parent or otherwise. "Activity" or "Activities" include the activity described on the registration form, and any other activities sponsored or operated by Northwest Rehabilitation Associates. "NWRA" means Northwest Rehabilitation Associates, s-corp. dba NWRA, its owners and/or affiliated companies, and their respective employees, contractors, and agents individually and collectively. Release: Parent HEREBY RELEASES, FOREVER DISCHARGES AND COVENANTS NOT TO SUE NWRA, and the instructors, coaches, volunteers, sponsors, organizers, spectators, and any other person or entity involved with or present at the Activity (hereinafter, individually and collectively, "the Parties") from any and all claims, demands, damages, attorney fees, costs, expenses, actions and causes of action that may arise out of or relate to the Activities, Participant's participation in the Activities, NWRA's operations or site conditions. PARENT ACKNOWLEDGES THAT THIS RELEASE SHALL PREVENT PARENT FROM SEEKING DAMAGES OR OTHER RELIEF IN A COURT OF LAW OR OTHERWISE AND SHALL PERMIT THE NWRA TO RECOVER FROM PARENT IN THE EVENT OF ANY SUIT OR CLAIM AGAINST NWRA. The scope of this Release shall be read as broadly as allowed by law in favor of releasing NWRA and the Parties, and shall include, but not be limited to, negligence on the part of NWRA or the Parties and all other conceivable claims for personal injury and/or property damage. Investigation & Assumption of the Risk: Parent understands and agrees that participating in or being present at or around the Activity may create predictable or unexpected risks to Participant of serious physical or mental injury or death whether or not such risks are caused by an act or omission of NWRA, the Parties or other participants. These risks may include, but are not limited to: sprains; strains; fractures; damage to the head, face or body; emotional distress, flesh wounds; muscular-skeletal injuries; cosmetic injuries; emotional or physical abuse; cuts; abrasions; penetrations; paralysis, foreign objects in the eye; amputations; permanent disabilities; and other serious injuries or death (collectively "risks"). Parent acknowledges that he or she has investigated and evaluated the risks and has made a voluntary and informed decision about Participant becoming involved in the Activity. This decision is based upon Parent's independent investigation and knowledge, and not on the representations of NWRA or any of the Parties. If there is any question as to whether Participant can safely be involved in the Activity, Parent will seek the advice of a physician or other counsel before becoming involved in the Activity. Parent understands that the nature and severity of the risks may be affected by Participant's physical and mental skills and abilities, the actions or inactions of NWRA, the Parties, or other participants, the relative skill required or competitiveness of the Activity, and the condition or environment of the site where the Activity takes place. These risks may not be readily foreseeable or under the

control of NWRA, the Parties, Parent or Participant. Parent acknowledges that Participant is mentally and physically ready to participate in the Activity. Parent agrees to continuously assess whether Participant can safely participate in the Activity. If Parent receives any advice or instruction from NWRA or the Parties, Parent acknowledges that they are solely responsible for evaluating the information and choosing how to act upon it and Parent hereby acknowledges that he or she is physically and mentally capable of independently evaluating such information if it is given to Parent. Safety: Parent assumes the responsibility to obtain and use all protective equipment that may be reasonably appropriate to ensure safe involvement in the Activity. If at any time Parent believes that participating in the Activity would be unsafe for Participant, whether due to Participant's physical or mental condition, skills or abilities, the location, conditions, or circumstances of the Activity, or the conduct or potential conduct of other Participants or the Parties, Parent will immediately discontinue engaging in the Activity. Parent hereby acknowledges that Participant is physically and mentally capable of evaluating circumstances which would require Participant to discontinue engaging in an Activity. Indemnity: Parent shall defend, indemnify and hold NWRA and Parties harmless from and against any loss, liability, suit, claim, damage, cost and expense, including any attorney's fees incurred to defend or respond to the same, arising out of or related to Parent's or Participant's actions, negligence or conduct, or from any claim our suit by or on behalf of participants with regard to the Activities or any other subject matter of this Release. If any provision of this Release is determined to be illegal or unenforceable, the validity of the remaining provisions shall not be affected hereby; and such illegal or unenforceable provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.

PRINTED NAME OF PARENT / GUARDIAN: _____

PARENT/GUARDIAN SIGNATURE (if participant is under the age of 18):

PARTICIPANT SIGNATURE (if participant is over the age of 18):

PHONE: _____

DATE: _____