

ELITEAM, LLC

Release and Hold Harmless Agreement - Please read carefully before signing

I, _____, (ELITEAM Participant) hereby acknowledge and agree that the sports and activities in which ELITEAM participants engage are inherently dangerous, and in participating in such sports and activities ELITEAM participants risk bodily injury, including, but not limited to, head injuries, fractures, sprains, paralysis, dismemberment and death. The activities which present these inherent dangers include, but are not limited to, mountain biking, ropes course, rock climbing wall, ski specific training, hiking, running, soccer, camping, cooking, dance, swimming, yoga and other sports and activities.

I agree that the dangers inherent in these activities include, but are not limited to, the possibility of falls, burns, rope burns, collisions, the presence of obstacles both manmade and natural, including, but not limited to, trees, slalom gates, branches, rocks, stumps, and underbrush. I recognize the danger in these and other activities and I agree that the ELITEAM Participant assumes all risks of injuries including serious injuries resulting from his/her participation in these ELITEAM sports, activities and events.

Further, I agree to release, hold harmless and forever discharge ELITEAM, LLC, Douglas Lewis, Kelley Lewis, and any ELITEAM employee, teacher, coach, or volunteer, including in their individual capacities, (herein ELITEAM) from any claims or causes of action for any reason including, but not limited to, **claims of negligence**, which may arise because of any personal injury to the ELITEAM participant or death of the ELITEAM Participant or property damage while in attendance at or enrolled in ELITEAM and from any and all claims, demands, liability, right or causes of action of whatever kind or nature including, but not limited to negligence, which I may have arising from or in any way connected with, any injuries, losses, damages, or suffering which ELITEAM Participant might sustain as a result of his/her participation in ELITEAM Camps. I acknowledge that this agreement constitutes a binding promise and a covenant on my part to fully discharge ELITEAM from any and all claims, **including claims of negligence** for injuries or loss resulting to the ELITEAM Participant. **I further agree to indemnify and hold harmless ELITEAM** for any costs, expenses and attorney fees resulting from claims brought by or on behalf of the ELITEAM Participant for injuries or damages allegedly sustained by the ELITEAM Participant while attending ELITEAM or claims against ELITEAM relating to or resulting from the ELITEAM Participant's behavior, conduct or actions.

I agree that this document, including the Release and Hold Harmless Agreement shall be admissible in any court as a binding legal agreement between me individually and ELITEAM. I acknowledge and agree that if a court determines that part of this document is inadmissible, that the remaining paragraphs shall remain in full force and effect. I agree that should any suit be brought against ELITEAM, LLC, Douglas Lewis, Kelley Lewis, or any ELITEAM employee, teacher, coach, or volunteer, including in their individual capacities, that jurisdiction and venue shall only be proper in the Vermont Superior Court or the Vermont District Court.

To the extent that I am signing this document on behalf of myself or any minor, I represent and guarantee that I have full authority to do so realizing the full binding effect of this contract on the minor (the athlete) as well as on myself. I have carefully read and understand this agreement.

Dated: _____

ELITEAM Participant or if under 18 – Parent of Participant