

OLYMPIAN ELITE LIABILITY WAIVER & PARTICIPATION AGREEMENT

Effective Date: _____

This Youth Participation Agreement ("Agreement") is entered into by and between **Olympian Elite** ("the Program") and the minor athlete identified below ("Athlete"). The Athlete's parent or legal guardian ("Parent/Guardian") enters this Agreement on the Athlete's behalf.

This Agreement applies to **all Olympian Elite activities**, including but not limited to: individual sessions, group training, seasonal programs, camps, clinics, workshops, assessments, trial sessions or drop-ins, any present or future Olympian Elite session, clinic, or program ("Training Activities").

Athlete Information

Athlete Name: _____

Parent/Guardian Name: _____

1. Participation in Olympian Elite

The Athlete is voluntarily enrolling in Training Activities provided by Olympian Elite. Olympian Elite provides athletic instruction designed to improve conditioning, strength, speed, and event-specific skills. Olympian Elite does not guarantee any particular performance outcomes, personal records, or competitive results. All services are personal to the Athlete and may not be transferred. This Agreement applies to all Olympian Elite sessions, whether recurring, one-time, supervised, or unsupervised, and regardless of location.

2. Assumption of Risk, Release, Waiver & Indemnification

By signing below, the Parent/Guardian acknowledges and agrees on behalf of the Athlete (as well as the Athlete's heirs, representatives, and assigns) that:

(1) Physical Readiness

The Parent/Guardian confirms that the Athlete is in good health, physically able, and medically cleared to participate in Training Activities.

(2) Inherent Risks

Training Activities involve inherent risks, including but not limited to sprains, strains, muscle tears, fractures, concussions, heat-related illness, cardiac issues, respiratory distress, permanent disability, paralysis, property damage, or in rare cases, death. Some risks may not be immediately obvious or foreseeable.

(3) Potential Causes of Injury

Injuries may result from:

- the Athlete's own actions or inactions
- the actions of other participants
- equipment use or malfunction
- weather, uneven surfaces, or environmental hazards
- conditions created or maintained by third parties

(4) Training Facilities

Olympian Elite does not own or operate the training spaces used. Training Activities may take place at public or private fields, tracks, weight rooms, gyms, or other facilities owned or managed by third parties ("Training Facilities"). Olympian Elite does not control or guarantee the condition, safety, or suitability of these facilities.

(5) Acceptance of Facilities "As Is"

The Parent/Guardian and Athlete accept all Training Facilities "as is" and agree to follow any rules, policies, or instructions from the owners or operators of those facilities.

(6) Voluntary Acceptance of All Risks

The Parent/Guardian voluntarily assumes full responsibility for all risks associated with the Athlete's participation, including:

- accidental or slip-and-fall injuries
- injuries during supervised or unsupervised activities
- injuries resulting from physical exertion (sprains, broken bones, heart stress, torn ligaments)
- injuries related to emergency response decisions
- loss, theft, or damage to personal items

(7) Release of Liability

The Parent/Guardian voluntarily releases and forever discharges Olympian Elite, its Coaches, staff, volunteers, owners, agents, and facility partners from any and all claims, demands, damages, or liabilities ("Losses") related to or arising from the Athlete's participation in Training Activities.

(8) Insurance Requirement

The Parent/Guardian confirms that the Athlete has adequate health and accident insurance, including coverage associated with an active USATF membership, to address any potential injuries or losses.

(9) Waiver of Legal Claims

The Parent/Guardian agrees that they are waiving the right to file or pursue legal claims against Olympian Elite, its Coaches, staff, volunteers, or affiliated partners for any injuries, losses, or damages related to the Athlete's participation in Training Activities, whether those claims are known or unknown, anticipated or unanticipated.

(10) Indemnification

The Parent/Guardian agrees to indemnify, defend, and hold harmless Olympian Elite and its Coaches from any claims, attorney fees, liabilities, or damages arising out of the Athlete's participation or conduct.

3. Medical Acknowledgement

Olympian Elite Coaches are not medical professionals and cannot diagnose or treat injuries. The Parent/Guardian is encouraged to obtain medical clearance for the Athlete before beginning any intense or new training. In the event of an emergency, the Parent/Guardian authorizes Olympian Elite to seek appropriate medical care and accepts full financial responsibility for any resulting costs.

4. Limitation of Liability

To the fullest extent permitted by law, Olympian Elite and its Coaches are not liable for indirect, incidental, consequential, punitive, exemplary, or special damages. Total liability for any claim shall not exceed the amount of program fees paid for the Athlete during the most recent three-month period.

5. Arbitration Agreement

Any dispute arising under this Agreement that is not resolved within thirty (30) days will be submitted to binding arbitration before the American Arbitration Association ("AAA") in San Francisco, San Jose, or Palo Alto, CA. The parties will share arbitration costs equally. Any arbitration award may be entered as a judgment in a court of competent jurisdiction.

6. Governing Law & Severability

This Agreement is governed by the laws of the State of California. If any portion of the Agreement is deemed unenforceable, the remaining provisions shall remain in full force and effect.

7. Notices

Notices may be delivered by hand, certified mail, or email to the contact information provided by each party. Either party may update their contact information by written notice.

8. Force Majeure

Neither party is responsible for delays or failures caused by events beyond their reasonable control, including natural disasters, severe weather, facility closures, or emergencies.

9. Entire Agreement; Non-Waiver

This Agreement represents the full understanding between the parties and supersedes all prior agreements, whether written or oral. Any modification must be in writing and signed by both parties. Failure to enforce any part of this Agreement does not waive the right to enforce it later.

Photo Release Preference (Parent/Guardian must check one):

- ☐ **YES**, I give Olympian Elite permission to use photos/videos of my Athlete for social media, marketing, and website content.
- ☐ **NO**, I do not give permission for Olympian Elite to use photos/videos of my Athlete. I understand this may limit participation in group media.

SIGNATURES

John Dagata (Head Coach of Olympian Elite):

By: Coach John Dagata Signature: _____

Parent/Guardian

Name: _____ Date: _____

Signature: _____

Athlete: Signature: _____ Date: _____