**Waiver – The HUB Youth Center**

Acknowledgment of Risks, Release, Indemnification Agreement, and Covenant not to Sue. Each Part of this document must be completed and signed before using The HUB facilities or participating in The HUB activities.

**User's Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: (\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If under 18, Name of Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***(different from above number) Note: we will contact your home number first*

***Family E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

Notice: This is a legally binding document. If not understood, legal advice should be sought. By signing this document, you give up your right and the right of your heirs, next of kin, personal representatives, and assigns to bring a court action, now or any time in the future to recover compensation or obtain any other remedy for an injury to yourself or your property or for your death, however caused, arising out of your use of the facilities of The HUB Youth Center or participation in Activities sponsored by The HUB Youth Center (on or off the The HUB property) even if such claim is based upon actual negligence of The HUB Youth Center or its employees or volunteers.

**1.Acknowledgement of Risks**

The undersigned user ("User") hereby acknowledges and agrees that the use of the facility owned and operated by The HUB, has inherent risks. User fully recognizes and appreciates the dangers inherent with The HUB Youth Center activities. User is assuming the hazard of risk to User since User desires to use facilities at The HUB Youth Center. User realizes that User is subject to injury from these activities and that no form of preplanning can remove all of the danger to which User is being exposed. User further represents and warrants to The HUB Youth Center that User has full knowledge of the nature and extent of all risks associated with activities at The HUB and the use of equipment, including but not limited to:

1. All manner of injury from playing in the gym area and building including games designed by HUB staff and volunteers.
2. All manner of injury from playing on the HUB property including games and activities designed by HUB staff and volunteers.
3. All manner of injury from playing games and activities designed by HUB staff and volunteers off the HUB property.
4. Injuries resulting from the actions, omissions or negligence of The HUB Youth Center or others;
5. Injuries resulting from the physical condition or actions, omissions, negligence in any degree of User;
6. Injuries resulting from contact with other users of The HUB facilities;
7. Injuries resulting from contact with The HUB Facilities including, but not limited to stairs, doors, counters, games, basketball goals and furniture whether permanently or temporarily in place;
8. First Aid, emergency treatment or other services rendered by The HUB Youth Center or others; and
9. Consumption of any food or drink, whether or not provided by The HUB Youth Center.

User further acknowledges that the above list of risk factors is for illustration purposes only and is not inclusive of all possible risks associated with the use of the The HUB Facilities or participation in The HUB Activities and the above list in no way limits the absolute and comprehensive nature of this Waiver and Release, Indemnification and covenant not to sue ("Release").
**Initial Here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**2. Releases, Indemnification and Covenant Not to Sue**

User voluntarily releases and forever discharges and covenants not to sue The HUB Youth Center, and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of or are in any way connected with User's attendance at The HUB or participation in any HUB activity, including, but not limited to any and all negligence, of The HUB Youth Center, its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to User or User's property.

User further agrees, promises and covenants to hold harmless and to indemnify The HUB Youth Center, its agents and employees, and all other persons or entities against all damage which user may negligently or intentionally cause to spectators or other third parties in the course of User's participation in any HUB activity (whether on or off HUB property).

User further agrees, promises and covenants not to use, assert or otherwise maintain any claim against The HUB Youth Center, its agents and employees, and all other persons or entities, for any injury, death, illness or disease, or damage to User or User's property, arising from or connected to User's participation in any activity or from any claims asserted against User by spectators or other third parties. In signing this document, User fully recognizes that if anyone is hurt or dies, or property is damaged while User is in The HUB Youth Center facilities, User will have no rights to make any claim or file a lawsuit against The HUB Youth Center, its agents or employees even if The HUB Youth Center, its agents or employees, or any of them negligently caused the bodily injury or property damage.
**Initial Here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**3. Acknowledgement of Effect of This Release Agreement**

User Understands and acknowledges that by signing this document User has given up certain legal rights and/or possible claims which User might otherwise assert or maintain against The HUB Youth Center, its agents or employees, and other persons or entities, including but not limited to rights arising from or claims for the acts or omissions, fault or negligence of The HUB Youth Center, its agents or employees or any other persons or entities. User understands and acknowledges that by initialing and/or signing this document, User has assumed responsibility and LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by spectators or other third parties against User as a result of User's participation in this activity.
**Initial Here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**4. Participant Insurance Benefits and Representation of Physical Condition**

User understands and acknowledges that no medical insurance benefits will be provided to User for injuries occurring while User is at The HUB Youth Center or for activities sponsored by The HUB Youth Center. User certifies that User has sufficient health, accident, and personal liability insurance to cover bodily, property damage, or any consequences resulting from User's attendance at The HUB Youth Center or participation in The HUB Activities. If User has no such insurance, User certifies that User is capable of personally paying for any and all expenses or liability. User further acknowledges that the undersigned is in good physical and mental health, not suffering from any condition, disease or disablement, which would or could potentially affect participation at activities at The HUB Youth Center, or activites of The HUB off The HUB property.
**Initial Here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**5. Rules and Regulations**

By Initialing User acknowledges that User has read and understood the complete list of rules and regulations and has received a copy.
**Initial Here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**6. Consideration**

In consideration of this agreement, The HUB will permit User to attend The HUB and/or participate in The HUB activities, subject to user's compliance with all The HUB Rules, Regulations and Safety Policy. The HUB retains the right to deny entrance to its facilities or participation in its activities, to anyone in its sole discretion.

**7. Entire Agreement**

User understands that this constitutes the entire agreement between undersigned ("User") and The HUB Youth Center, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of The HUB Youth Center, its agents or employees or by User.

User's signature below indicates that User has read this entire document in full, understands it completely, and agrees to be bound by its terms.
This Waiver and Release is a Michigan contract and User consents to the jurisdiction and venue for any action relating to this Waiver and Release in Ingham County, Michigan, regardless of User's residence or domicile. User also agrees that any such action will be brought only in Ingham County District Court in Ingham, Michigan.

**Users Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent/Guardian (If under age 18): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of The HUB Employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**