



**ARC Sports Performance Academy LLC (“ARC”) Policies Rev.  
4.28.2020**

**1. Facility Use Agreement.**

I understand and agree to the following terms, which govern any use of ARC (“Facility”) located at 10850 Highway 92, Platte City, Missouri 64079.<sup>1</sup>

Facility may be used only upon permission of ARC, which will grant access to the Facility to users at its sole discretion. ARC reserves the right to refuse or deny occupancy and use of its Facility for purposes and activities other than those expressly permitted, or if such refusal or denial is in the best interest of ARC.

Any payments, fees, or costs (“Fees”) associated with use or sessions at the Facility or a portion thereof must be made in full prior to any sessions, use, or access of the Facility. In the event of a no-show (i.e., if I reserve space in the facility, pay Fees for such session, but do not use the Facility at the reserved date and time), such Fees will not be refunded. Facility will try to accommodate requests to cancel or reschedule reservations if made prior to 24 hours of the scheduled time, with such requests being granted it is clients responsibility to complete sessions before next payment is due.

All posted policies in the Facility must be observed. Alcohol, illegal

drugs, and smoking are not permitted on the premises.

I do hereby give ARC/Facility its assigns, licensees, and legal representatives the irrevocable right to take and use photographs or video in all forms and media and in all manners, including composite, for advertising or marketing for publication or any other lawful purposes, and I waive any right to inspect or approve the finished product, including written copy, internet, etc., which may be created in connection therewith. Photographs and/or digital images of me for use in news releases and/or educational materials for myself or the minor I am registering the account for and hereby signing for below. These materials might include printed or electronic publications, websites or other electronic communications. I further agree that my name and identity may be revealed in descriptive text or commentary in connection with the image(s). I authorize the use of these images without compensation to me. All negatives, prints, and digital reproductions shall be the property of ARC Sports Performance. If I choose to disagree, therefore declining permission of consent and release of photography, by signing this form I acknowledge the agreement to notify ARC Sports Performance in writing of such denial.

## **2. Acknowledgement and Rules.**

Medical Waiver/Previous Injuries/Risks I represent and warrant that I understand the nature of the activities to be engaged in at ARC Sports Performance (here after referred to as ARC) North and/or South location, and that I/my athlete is in good health and in proper physical condition to participate in such activity.

- a. **Acknowledgement:** I acknowledge and fully understand that I will be participating in activities that may involve risk of serious injury, which might result not only from my own actions, inactions, or negligence, but from the actions, inactions, or negligence of others or the conditions of the premises or of any equipment used. Further, that there may be other risks not known or not reasonable foreseeable at this time. The risks may include, but are not limited

to: nature of the activity, latent or apparent defects of conditions in equipment or property supplied by ARC/Facility or other entity; acts of other participants in this activity, employees or agents of ARC/Facility; my own physical condition, acts of omissions; conditions of ARC/Facility and surrounding grounds or terrain and accidents connected with their use; first aid emergency treatment or other services. I expressly agree and promise to accept and assume all the risks existing in this activity. My participating in this activity is purely voluntary and I elect, in spite of the risks, to participate. I assume all the foregoing risks and accept personal responsibility for the damages following such injury.

#### Acknowledgement cont.

**Risk and Danger and Assumption of Risk:** I represent and warrant that I understand and am aware that the use of ARC facilities and equipment has inherent, unanticipated, and unknown risks and dangers that may cause injuries or death. I expressly assume all risk of injury or death that may be sustained during my use of the facilities and equipment, its officers, directors, agents and employees, defects in the facilities and equipment, the negligence of others and my own negligence or misuse. I understand that should a health emergency arise, such medical treatment as deemed necessary by competent medical personnel is authorized.

**Release, Covenant and Promise Not to Sue:** In consideration of being permitted to use ARC's facilities, services, and equipment, I hereby release, acquit and discharge ARC, its successors and assigns, and its officers, directors, agents, and employees of from claims and liability of any kind which agree that I will not sue or commence any action of any kind against ARC, its successors and assigns and its officers, directors, agents, or employees. **Indemnification Agreement:** In consideration of being permitted to use ARC's facilities, services, and equipment, I agree to indemnify and hold harmless ARC, its successors, and assigns and its officers, directors, agents and employees from any claims, demands, liability, or judgements arising out of my use of ARC's facilities and

equipment. By signing my name below I agree to the above statement. Failure to agree to the above statement will restrict usage and/or membership of all ARC Sports Performance Locations.

b. Rules and Regulations: I hereby certify that I will adhere to the following Rules & Regulations for ARC Weight Room use and will adhere to them.

1. ARC is only to be used when an ARC instructor is present. ARC reserves all rights to terminate or restrict access or use of the weight room in the event of misconduct. Use only equipment you have been instructed to operate.
2. Notify the coach before any maximum lift attempts
3. No food or drink allowed in the training areas.
4. All equipment must be picked up and returned to their proper place after use.
5. Athletes must wear appropriate shoes. (No Cleats)
6. BE ALERT at all times.
7. Clean/disinfect any equipment areas you used.
8. Always use collars on bars, no exceptions.
9. Weight training needs to be focused and serious. Horseplay will not be tolerated. Ensure that you are lifting within your known limits.
10. Immediately stop using the equipment if any defect in the equipment is found, take the equipment out of commission, and immediately notify a coach.

**3. Participants will carry their own health insurance.**

I hereby certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in activities at the Facility or with ARC, or alternatively I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in these activities, or else I am willing to assume and bear the costs of all risk that may be created, directly or indirectly, by any such condition.

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I hereby provide ARC/Facility permission to administer basic first aid and I authorize ARC/Facility or its agents or employees to contact 911 or other emergency personnel as needed.

#### **4. Concussion Protocol**

If concussion is suspected, participants will leave practice immediately, and can return after at least 24 hours and with written clearance from a licensed physician.

#### **5. Hygiene, Sanitation, and Response to Health Guidelines (such as COVID-19)**

ARC/Facility will reasonably maintain the overall sanitation of the Facility, including appropriate measures for sanitation and disinfecting touch surfaces in line with guidelines from the Center for Disease Control (“CDC”). ARC/Facility further reserves the right to restrict access to the Facility in accordance with state/local orders restricting events or gatherings.

Personal trainings/Teams training or utilizing the Facility are responsible for ensuring that the number of participants utilizing rented space is in line with CDC Guidelines and any state/local orders restricting or providing guidelines regarding the number of participants in an event or gathering.

All individuals who enter the ARC/Facility expressly acknowledge and

agree that they will abide by Policies and any Safety Plans set forth by ARC. Such policies will be posted on the ceathlete.com website and may be posted by entrances in the building. All individuals who enter the ARC/Facility further expressly acknowledge that they are entering voluntarily and at their own risk.

Coronavirus (COVID-19): The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. CE has put in place preventative measures to reduce the spread of COVID-19; however, ARC/CE cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending ARC could increase your risk and your child(ren)'s risk of contracting COVID-19. All individuals acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that they or their child(ren) may be exposed to or infected by COVID-19 by attending ARC/CE and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

## **7. Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement With Parental Consent.**

In consideration of being permitted to participate in any way in any event held at or affiliated with ARC (an "Activity"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

- c. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.

- d. **ACKNOWLEDGE** and further agree that if I believe that I am infected, or at risk of contracting or spreading virus or bacterial agents (including COVID-19), I will not enter the Facility and am solely responsible for my own actions in this regard. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with CE or the Facility. I hereby release, covenant not to sue, discharge, and hold harmless CE/Facility, its owners, contractors, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to use of the CE Facility or CE Activities, including any claims relating to exposure to or illness or injury related to COVID-19 or other viral or bacterial agents.
- e. **FULLY UNDERSTAND** that: (a) **THIS ACTIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“Risks”)**; (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or **THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW**; (c) there may be **OTHER RISKS or SOCIAL AND ECONOMIC LOSSES** either not known to me or not readily foreseeable at this time; and I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation, or that of the minor, in the Activity.
- f. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** CE, the Facility, its administrators, directors, agents, officers, members, volunteers, and employees, other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of

Premises on which the Activity is conducted, (each of the forgoing shall be considered one of the RELEASEES herein) FROM

ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim. This includes liability resulting directly or indirectly from acts or omissions of Releasees or the Users.

e. I acknowledge that: i. I am age 18 or older, have read this agreement and fully

understand its terms, understand that I have given up substantial rights by signing it, have signed it freely and without any inducement or assurance of any nature, and I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect;

ii. And if completed for any participant under the age of 18, I, the minor's parent and/or legal guardian, understand the nature of the activity and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused, or alleged to be caused, in whole or in part by the negligence of the "releases" or otherwise, including negligent rescue

operations and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the Releasees named above, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or any cost that may occur as a result of any such claim.



By signing below, I confirm that I have read, understand, and agree to ARC Sports Performance Academy, LLC Policies, rev. 4.28.2020 ([www.ceathlete.com/policies](http://www.ceathlete.com/policies)).

Athlete(s) Utilizing Facility: \_\_\_\_\_

Signature: \_\_\_\_\_

Parent/Guardian or Athlete (if over 18 years)

Date: \_\_\_\_\_