



ATHLETE

Assumption of Risk, Waiver of Liability, and Indemnification Agreement (“Agreement”)

You Are Beautiful People, Inc. (hereinafter “BP”) is a not-for-profit organization which offers adaptive sports activities for children and young adults with disabilities (hereinafter “Athlete”). BP offers adaptive baseball, basketball, soccer, cheerleading, and other physical activities (individually “Activity” and collectively “Activities”). While these Activities provide many benefits to our Athletes, including contributing to physical fitness, developing social skills, improving sensory and motor skills, and providing a sense of community and fun, it is important to know that there are also some risks of injury in participating in Activities.

In consideration of an Athlete being allowed to participate in a BP Activity, the Undersigned (“Undersigned” means the Athlete when the Athlete is age 18 or older, or both the Athlete and the Athlete’s parent or legal guardian when the Athlete is under the age of 18 or under the care of a legal guardian) agrees and acknowledges the following:

Inherent Risks

Engaging in any physical or sport activity carries some inherent risk, and those risks are also inherent in engaging in a BP Activity, including, but not limited to, colliding with or being struck or kicked by other Athletes; falling or tripping; being struck by or striking equipment, including bats, balls, goal posts, backboards, etc.; over-exertion; actions by other Athletes; staff or volunteer failure to adequately warn; or a judgment error by a staff or volunteer, including but not limited to an error in judging the ability of an Athlete, failing to anticipate a situation as it develops, or being momentarily distracted.

The types of injuries that can occur, and the risk taken, by engaging in a BP Activity range in likelihood and severity from minor injuries, such as muscle strain, bruises, scrapes, to more serious injuries, such as broken bones, concussions, joint or ligament injuries, or injuries to the eye which can result in loss of vision. Catastrophic injuries are also a risk and could include injuries which cause permanent paralysis or disability, or even death. The examples given are not meant to be exhaustive but to give an idea of the type and severity of injuries that can occur from engaging in BP Activities.

Risk can be inherent due to the condition of the field or facility where BP Activities occur, condition of equipment, or action, omissions, or negligence of myself and others, including but not limited to BP employees, volunteers, coaches, other Athletes and their families.

Assumption of Risk

As an Athlete, or the parent or legal guardian of an Athlete, I have read the above paragraphs, and understand that BP Activities contain inherent risks which vary in severity. I understand the demands of the Activity in which the Athlete will participate relative to the physical ability of the Athlete. Understanding the risks, the Undersigned voluntarily chooses for the Athlete to participate in the BP Activity.

Waiver of Liability for Ordinary Negligence

In consideration of participating in a BP Activity, the Undersigned hereby releases, covenants not to sue, discharges, and indemnifies and holds harmless BP, its employees, agents, directors, officers, and representatives, of and from claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to participation in Activities. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of BP, its employees, agents, directors, officers, and representatives, except for such harm as may result from gross negligence, recklessness or willful misconduct on the part of BP.

Additional Provisions

The Undersigned acknowledges that this is the entire agreement between the Undersigned and BP on this subject, and it cannot be modified or changed in any way by representations or statements by any agent or employee of BP.



Beautiful People

Adaptive Sports for Children with Disabilities

The Undersigned understands and agrees that if legal action is brought, the laws of the State of New York will apply. This Agreement and its provisions are intended to be as broad and inclusive as permitted by the laws of the State of New York, and that if any portion of this Agreement is held to be invalid, the remaining provisions shall remain in full force and effect.

The Undersigned also acknowledges the following:

- The Athlete has sufficient physical fitness to participate in the Athlete’s chosen BP Activity;
- That the Athlete will only attempt Activities that the Undersigned or Athlete feel he/she is capable of performing without increased risk of injury;
- That the Athlete has been advised of the safety rules and protocols enforced by BP;
- That the Undersigned shall not permit the Athlete to participate, or the Athlete will not participate, if the Athlete cannot participate safely in the context of BP’s safety rules and protocols;
- The Undersigned will alert a BP employee to any observed violations of rules or dangerous behaviors of other Athletes, and advise the Athlete to do the same;
- That the Athlete or Undersigned will inform BP of any injury prior to leaving a BP Activity.

Acknowledgment of Understanding

The Undersigned has read this Agreement and fully understands its terms. The Undersigned understands that by signing this Agreement, the Undersigned may be found by a court of law to have waived his/her right to maintain a lawsuit on behalf of the Undersigned or the Athlete against BP on the basis of any claim for ordinary negligence, which means that neither the Undersigned nor the Athlete may recover damages for loss resulting from injury or death resulting from participating in Activities.

The Undersigned freely and voluntarily signs this Agreement and intends his/her signature to be a complete and unconditional release of all liability due to ordinary negligence by BP, its employees, agents, directors, officers, and representatives, and the inherent risks of participating in Activities to the greatest extent permitted under New York law.

(If the Undersigned is the parent/legal guardian of an Athlete)

The Undersigned also certifies that I am the parent or legal guardian of the Athlete, who is a minor child or for whom I have been deemed the legal guardian by a court of law, and I have explained the risks of the Activity to the Athlete and we assume the inherent risks.

Date: _____

Print name of Athlete

Print name of parent or legal guardian

Signature of Athlete (if over 18) or parent or legal guardian of Athlete