

# FOUNDATION BUILDERS COMMUNITY CENTER - WAIVER OF LIABILITY, RULES, AND PARTICIPATION AGREEMENT

**By Agreeing to the Terms of this Agreement You Will Be Waiving Certain Legal Rights  
Please Read Carefully**

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## ACKNOWLEDGEMENT – HEALTH & SAFETY

I am aware that the physical exertion required to participate in activities can activate or aggravate pre-existing injuries, conditions, or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with the activities. I acknowledge that I am required to wear approved safety equipment while participating in certain activities.

I further acknowledge that participation at Foundation Builders Community Center ("FBCC") is subject to all facility rules, safety requirements, and staff instructions, and that failure to follow such rules may result in removal from activities or the premises.

## FACILITY RULES AND SUPERVISION REQUIREMENTS

I understand and agree that all participants **sixteen (16) years of age and under must be under direct adult supervision at all times while on the premises of FBCC. FBCC staff, volunteers, instructors, or coaches shall not be considered supervising adults for purposes of this requirement.** Participants ages **twelve (12) through sixteen (16)** may maintain membership privileges; however, they must remain accompanied by and under the supervision of a responsible adult at all times while utilizing the facility or property.

I agree to comply with all posted and communicated facility rules, including but not limited to the following:

- Conduct myself in a respectful and safe manner at all times;
- Refrain from bullying, horseplay, reckless conduct, inappropriate language, or destruction of property;
- Use all equipment only for its intended purpose;
- Return all equipment to designated areas after use;
- Follow all staff, coach, and instructor directions immediately.

## ACTIVITY-SPECIFIC SAFETY RULES

**Boxing / Training Areas:** Proper protective equipment must be worn where required. No sparring, contact drills, or partner striking may occur without prior approval and supervision.

**Batting Cage:** Only authorized participants may enter batting cage areas during operation. Helmets are required while batting. No participant may enter while pitching equipment is active.

**Gym / Weight Room:** Equipment must be used properly and according to intended design. Closed-toe athletic footwear is required.

**Pickleball / Basketball Courts:** Safe and respectful play is required at all times. Hanging on rims, equipment misuse, and dangerous conduct are prohibited.

**Pond / Outdoor Recreation Areas:** No swimming, diving, roughhousing, or unauthorized pond access is permitted. Fishing shall occur only in designated areas and approved times.

## ASSUMPTION OF RISKS

I am aware that the activities involve many risks, dangers, and hazards which may include but are not limited to personal injury and/or death; incorrect use of equipment in the gym, boxing, wrestling, batting cage, court, pond, and outdoor recreational areas; travel to remote areas without access to medical facilities; changing weather conditions; interactions with wildlife; negligence of other participants or guides; collisions with vehicles, equipment, or structures; becoming lost or separated from guides or participants; and failure to remain within designated areas.

## **FOUNDATION BUILDERS COMMUNITY CENTER - WAIVER OF LIABILITY, RULES, AND PARTICIPATION AGREEMENT**

The undersigned acknowledges that the premises constitute private property. For security and legal purposes, the property is monitored by a 24-hour camera system, which may record both audio and video. By entering or remaining on the premises, the undersigned consents to such recording to the fullest extent permitted by law.

### **I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE ACTIVITIES.**

I freely accept and fully assume these risks and the possibility of injury, death, and loss resulting from my participation in any activities.

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT**

In consideration of Foundation Builders Community Center allowing me to participate in activities, I agree:

- To waive any and all claims that I have or may have in the future against FOUNDATION BUILDERS COMMUNITY CENTER;
- To release FOUNDATION BUILDERS COMMUNITY CENTER from any and all liability for any loss, damage, expense, or injury, including death, that I may suffer arising from participation in activities or presence on the premises;
- To hold harmless and indemnify FOUNDATION BUILDERS COMMUNITY CENTER from any and all liability for damage to property or personal injury to any third party resulting from my participation in activities;
- Any litigation involving the parties to this Agreement shall be brought solely within the State of Wyoming and shall be within the exclusive jurisdiction of the courts of Wyoming.

This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity.

This Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Wyoming.

### **ACKNOWLEDGEMENT OF UNDERSTANDING**

I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING BELOW.

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST FOUNDATION BUILDERS COMMUNITY CENTER.

### **FOR PARTICIPANTS OF MINORITY AGE**

I hereby certify that I am the parent/legal guardian of the minor participant named below and consent to their participation. I agree to the foregoing on behalf of the minor and agree to indemnify and hold harmless FOUNDATION BUILDERS COMMUNITY CENTER from any and all liabilities incident to the minor's participation.

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**Participant Name:** \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_

**Parent/Guardian Name (if minor):** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_

**Emergency Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_