

SOUTH HILLS CATHOLIC ACADEMY – ST. ANNE GYM
ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT

This Assumption of Risks, Release and Indemnity Agreement (this “Agreement”) is entered into on this ___ day of _____, 20___, by and between SOUTH HILLS CATHOLIC ACADEMY, a Pennsylvania non-profit corporation (“SHCA”) and _____ (“Visitor”).

WHEREAS, Visitor desires to use and be granted access from time-to-time to the St. Anne Gym (the “Gym”) located at 4040 Willow Avenue, Pittsburgh, PA 15234 (the “Property”), owned by SHCA on dates and times mutually agreed upon between SHCA and Visitor; and

WHEREAS, SHCA is willing to permit Visitor to use the Gym and access the Property on dates and times mutually agreed upon between SHCA and Visitor, subject to the terms and conditions of this Agreement.

NOW THEREFORE, the parties hereto, in consideration of the contractual rights herein granted and intending to be legally bound, hereby agree as follows:

1) **RELEASE AND INDEMNITY.**

- a. Visitor hereby releases, waives, forever discharges, and covenants not to sue SHCA, its respective agents, officers, directors, employees, representatives, tenants, partners, and all other persons or entities associated with SHCA (all of the foregoing parties, including without limitation SHCA, are collectively referred to hereinafter as the “Released Parties”), with respect to all losses, damages, expenses, claims, causes of action, judgments or other liabilities (including attorneys’ fees and costs), whether known or unknown, arising out of any injury, damage, death or other loss in any way connected with Visitor’s use of the Gym or Visitor’s presence on or about the Property. Visitor hereby waives all claims it may have against the Released Parties, and agrees that neither Visitor, nor anyone acting by, through or on behalf of Visitor, will make a claim or file a lawsuit of any kind against any one or more of the Released Parties, as a result of any injury, damage, death or other loss suffered regardless of the negligence of any person, including but not limited to the negligence of any one or more of the Released Parties.
- b. Visitor hereby agrees, to defend and indemnify (“indemnify” meaning protect by reimbursement or payment) and hold each of the Released Parties harmless with respect to all losses, damages, expenses, claims, causes of action, judgments or other liabilities (including attorneys’ fees and costs), whether known or unknown: (i) arising out of any injury, damage, death or other loss in any way connected with Visitor’s use of the Gym or Visitor’s presence on or about the Property, regardless of the negligence of any person, including but not limited to the negligence of any one or more of the Released Parties; and/or, (ii) brought by a co-visitor or any other person, including anyone acting by, through or on behalf of Visitor, arising out of any injury, damage, death or other loss claimed to be caused, in whole or in part, by Visitor’s use of the Gym or Visitor’s presence on or about the Property, regardless of the negligence of any person, including but not limited to the negligence of any one or more of the Released Parties.

The foregoing Release and Indemnity includes any losses claimed to be caused, in whole or in part, by the negligence or omission of any one or more of the Released Parties and includes, but is not limited to, claims for personal injury, property damage, wrongful death, products liability, breach of contract or otherwise.

- 2) Visitor agrees to accept full responsibility for all personal property of Visitor, including anyone acting by, through or on behalf of Visitor, and acknowledges that SHCA is not responsible for any personal property of Visitor, and hereby releases the Released Parties from any and all liability for any loss or damage to Visitor's Property, including due to theft, vandalism, fire, accident or any other casualty.
- 3) Visitor agrees to follow all SHAC rules and regulations that may be posted at the Gym or communicated to Visitor by SHCA personnel from time to time. Visitor further acknowledges that it is Visitor's responsibility to comply with all laws and other requirements imposed by federal, state, and local authorities. Visitor agrees and acknowledges that SHCA may require Visitor, including anyone acting by, through or on behalf of Visitor, to immediately leave the Property and/or prohibit Visitor, including anyone acting by, through or on behalf of Visitor, from re-entering the Property in the future if SHCA determines, in its own and sole discretion, that Visitor, or including anyone acting by, through or on behalf of Visitor, has violated any SHAC rules and regulations or any laws and other requirements imposed by federal, state, and local authorities.
- 4) Visitor understands that neither SHCA nor any of the Released Parties makes any warranties or representations (express or implied) concerning the Gym and/or Property, including but not limited to Visitor's safety or that of Visitor's personal property while on or about the Property or the conditions of the Gym or the quality of the equipment Visitor may use or encounter while in the Gym or on the Property.
- 5) Visitor shall secure and maintain liability insurance coverage in the amount not less than One Million Dollars (\$1,000,000), insuring against claims for bodily injury, personal injury and property damage arising out of or in any way related to Visitor's use of the Gym or Visitor's presence on or about the Property. Visitor shall have SHCA named as additional insured on such policy of insurance and shall prior to using the Gym provide to SHCA a certificate of insurance evidencing the insurance policy.
- 6) The provisions of this Agreement will continue in full force and effect even after the termination of the activities conducted by Visitor at the Gym and on the Property. This Agreement shall be binding upon Visitor, its members, employees, volunteers, participants, guests, invitees, successors, assigns, and anyone acting by, through or on behalf of Visitor.
- 7) This Agreement shall be governed by, construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to conflict of law principles. In the event any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 8) Each party represents and warrants that it has full right, authority and capacity to execute and deliver this Agreement and that each person signing on behalf of each party is authorized to do so.
- 9) This Agreement may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic delivery shall be equally as effective as delivery of a manually executed counterpart of this Agreement.
- 10) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, statements, promises and discussions, oral and/or written, between the parties hereto with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have executed this Agreement the day and year first above written.

ATTEST/WITNESS:

SHCA:

SOUTH HILLS CATHOLIC ACADEMY, a
Pennsylvania non-profit corporation

By: _____

Name: _____

Title: _____

VISITOR:

By: _____

Name: _____

Title: _____