

LIABILITY WAIVER AND RELEASE

Student Athlete Headquarters • 1404 Lead St SE • Albuquerque, NM 87110

THIS IS A WAIVER AND RELEASE OF CERTAIN LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

The undersigned athlete/student of Student Athlete Headquarters (hereinafter, "SAHQ"), having applied to participate in the STUDENT ATHLETE HEADQUARTERS TRAINING Programs (hereinafter, the "Program"), in consideration of the opportunity to gain certain access to facilities, equipment, and staff provided by Student Athlete Headquarters for the participation in high intensity training and exercises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees as follows:

1. **Appreciation and Assumption of Risk.** I understand and acknowledge, independently of any advice or representation made by Student Athlete Headquarters, that participation in these programs and especially traveling and residing off campus presents certain inherent risks which may exist regardless of whether Student Athlete Headquarters controls or attempts to control such risks. I am participating in the Student Athlete Headquarters Programs with this understanding and knowingly and voluntarily assume all risks of permanent injury, paralysis, illness, death or damage to or loss of my property which may occur while traveling, working, studying, participating in, or otherwise engaging in any activities arising out of or related in any way to the Program(s). My participation in the Program is voluntary, and I understand and acknowledge that I may discontinue my participation at any time. **I knowingly and freely assume, for myself and my heirs, all such risks, both known and unknown even if arising from the negligence of Student Athlete Headquarters** or other persons or entities released from liability below. I assume full responsibility for my participation in Student Athlete Headquarters Programs. If I have any questions or observe any unusual or unnecessary hazards before or while participating in Student Athlete Headquarters Programs, I will immediately alert a coach, trainer, or other Program official of the hazard and cease my participation in the Program until the hazard has been corrected to my satisfaction.

2. **Release of Liability. I hereby release, indemnify and hold harmless Student Athlete Headquarters,** its trustees, trainers, faculty, employees, staff, directors, volunteers, and any agents of any kind (hereinafter, collectively the "Released Parties"), **from any and all liability for any and all injury, disability, death, or loss whether caused by the negligence of the Released Parties or otherwise** to the fullest extent permitted by the law of the State of New Mexico. I further recognize that injuries sustained while participating in the Program may be compounded or increased by the failure to rescue and/or negligent rescue operations as well as the medical care provided to me. I also release any claims against the Released Parties I may have as the result of a failure to rescue, negligent rescue operations, or negligent provision of medical care.

3. **Release of Liability—Third Parties.** I hereby forever release Student Athlete Headquarters and the Released Parties from any and all liability for injury to me or damage to or loss of my property caused by the negligence of: hotels and other residential facilities, common carriers, health care providers, restaurants and food service providers, educational organizations, fellow students participating in the Program, or other third parties related to, or connected in any way with the Program, including without limitation any costs, damages, claims or assertions of any kind with respect to which I or my family, estate, heirs, successors or assigns may claim against the Released Parties.

4. **Superseding Agreement.** I agree that the terms and conditions of this Student/Athlete Waiver and Release, and the acknowledgement made herein, shall supersede and take precedence over any other agreement, documentation, or representations, whether oral or in writing, regarding the subject matter of this Student Waiver and Release.

5. **Governing Law, Forum and Severability.** I further agree that this Student/Athlete Waiver and Release shall be construed in accordance with the laws of the State of New Mexico, which shall be the forum for any lawsuits filed under or incident to this Waiver and Release or the Program. The term and provisions of this Waiver and Release are severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Waiver and Release, the validity of the remaining portions shall not be affected thereby.

6. **Representations.** I represent that: (i) I am an adult of ___ years of age, having been born on _____; (ii) I have the legal capacity to execute this agreement with Student Athlete Headquarters and waive certain of my legal rights as provided herein; and (iii) I have read each paragraph and fully understand the terms and conditions of this Student/Athlete Waiver and Release and have been provided with the opportunity to discuss it with my parents and/or legal guardian, Student Athlete Headquarters, legal counsel and/or anyone else of my choosing. A parent or legal guardian must execute this agreement on behalf of any student participating in the Program who has not attained the age of 18 as of the date of execution of this agreement.

WHD/6890646.17. Bargain. I acknowledge that this waiver of liability is the result of a bargain reached between me and the Released Parties for which adequate consideration has been exchanged. I knowingly waive the right to bargain for different waiver of liability terms because if this waiver were not as broad as it is, Student Athlete Headquarters may not offer the opportunity to participate in the Program and/or participation would cost significantly more, or even be cost prohibitive.

Waiver applies to all participants from 21st Century Charter School on December 20th 2012