JEFF OLIVER'S JACKED ON THE HILL

Registration for: Collegiate Athlete and Elite Hockey Training Program

Please print and fill out all 3 pages.

Mail completed forms, and
deposit of \$400 (payable to Jeff Oliver) to:

Jeff Oliver - Strength/Conditioning Director College of the Holy Cross One College Street Worcester, MA 01610

<u>Dates:</u> June 12th to August 18th - Monday/Wednesday/Friday (10 Weeks) <u>Start time:</u> 7:15 am <u>Finish time:</u> 9:00-9:15 am
Choose one: 10-week(\$999) 9-week(\$899) 8-week(\$799) For 9-wk or 8-wk option, confirm week(s) of the 10-weeks that you won't attend:
Payment Method: Cash or Check (for balance due) on Day 1 of the program. Please contact Jeff Oliver if you need to make other payment arrangements!
Athletes must be 18 years of age to participate. Please call Jeff Oliver 508 793 2313 it you have questions regarding eligibility.
First Name: Last Name:
School/Team: Sport:
T-Shirt Size: S M L XL XXL XXXL
Email: : Cell Phone:
Emergency Contact: :
Emergency Contact Relationship: :
Emergency Contact Number: :
Insurance Provider:
Insurance Policy Holder:
Insurance ID Number:
Allergies? If yes please describe:
Medical Conditions? If yes please describe:

College of the Holy Cross WAIVER AND ASSUMPTION OF RISK FOR USE OF ATHLETIC FACILITIES

IN CONSIDERATION of being permitted to enter an athletic facility designated for open time/Holy Cross community use located on the College of the Holy Cross (herein "Athletic Facilities") for any purpose, including, but not limited to, observation, participating in physical activities or using facilities or equipment in any way, I, on behalf of myself, my personal representatives, heirs, assigns, and next of kin, hereby acknowledge, agree, represent, and warrant with respect to any present or future entry into or use of that Athletic Facility that:

- 1. Immediately upon entering, I will inspect the facilities of the Athletic Facilities, and I further warrant that such entry into the Athletic Facilities for observation, participation in physical activities or use of any facilities or equipment constitutes an acknowledgment that I find and accept same as being safe and reasonably suited for the purposes of such observation, participation or use.
- 2. I am aware that the Athletic Facilities may have facilities and equipment for athletic activities including, but not limited to, walking, jogging and running, and aerobic activities. I understand that participation in physical activities and the use of facilities or equipment at the Athletic Facility involves inherent risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, or muscles. I represent that I am voluntarily observing or participating in these activities and using these Athletic Facilities or equipment with full knowledge of all potential dangers involved therein and I further understand that the Athletic Facilities are unattended facilities and there are no Holy Cross College representatives or staff assigned to monitor my activities at the Athletic Facilities. I hereby assume full responsibility for and risk of bodily injury, death or property damage (whether due to ordinary negligence or otherwise) arising in connection with my observation, participation in physical activities and use of the Athletic Facilities.
- 3. I represent to Holy Cross College that I am physically fit to perform those activities which I may undertake to perform at the Athletic Facilities and that I am solely responsible for all health risks associated with such activities. I understand that Holy Cross College recommends that I seek approval from a physician before participating in such activities. Either I have had a physical examination and have received a physician's permission to participate in these activities, or I have decided to participate in these activities without the approval of my physician. I understand that any evaluation or assessment of my physical fitness and any recommendation of activities made by the Athletic Facilities shall not be a substitute for obtaining such evaluation, assessment or recommendation from my physician before undertaking a physical exercise program or engaging in any of the activities at the Athletic Facilities. I understand that any information about my physical condition that I provide to the Athletic Facilities is for informational purposes only and that Holy Cross College is not responsible for determining my physical fitness.
- 4. I understand and agree that my use of the Athletic Facilities is voluntary and only to be undertaken on my own personal time. If am an employee, I understand that my use of the Athletic Facilities is not within the course or scope of my employment.
- 5. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Holy Cross College, its trustees, officers, employees, independent contractors and agents (hereinafter referred to as "Released Parties") from any and all liability for loss or damage, and any claim or demands therefore on account of injury to my person or property or resulting in my death, whether caused by the ordinary negligence of the Released Parties or otherwise arising in connection with my presence in, upon or about the Athletic Facilities or my observation, participation in physical activities or the use of the facilities or equipment of the Athletic Facilities.
- 6. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Released Parties from any loss, liability, damage or cost (including but not limited to attorney fees) they may incur arising in connection with my presence in, upon or about the Athletic Facilities or my observation, participation in physical activities or the use of the facilities or equipment of the Athletic Facilities and whether due to my negligence or otherwise.
- 7. I understand that this RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the state and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I confirm that I am at least 18 years of age, am freely signing this agreement, and that no oral representations statements or inducements apart from this written agreement have been made. I have read this form and fully understand that by signing this form, I am giving up legal rights and remedies that I might have now or in the future. I understand that my information will be kept secure and in confidence. The information contained herein shall be used for the sole purpose of assisting the staff in the evaluation of my safety for participation. External disclosures of this information will be limited to valid legal requests by law enforcement authorities and government agencies, legal proceedings where disclosure is necessary to protect the interest of the Fitness Center and Holy Cross College in subpoenas and similar legal process.

By signing below, I confirm that I have read this Assumption of Risk and Waiver, understands its meaning and effect, and agree to be bound by its terms.

Your Printed Name:	Date:	
Your Signature:		
Parent's signature, if participant is under the age of 18:		

JEFF OLIVER'S JACKED ON THE HILL LIABILITY RELEASE AND WAIVER FORM

In consideration of being permitted to participate in any way in JEFF OLIVER'S JACKED ON THE HILL SPORTS PERFORMANCE PROGRAM, and related activities and events (each, an "Activity"), (I) (we), the undersigned:

- 1. Acknowledge, agree, and represent that (I) (we) understand the nature of the Activity and that ____(the "Participant") is qualified, in good health, and in proper physical condition to participate in such Activity. (I) (We) further agree and warrant that if at any time the Participant believes conditions to be unsafe, the Participant will immediately discontinue further participation in the Activity.
- 2. Acknowledge and fully understand that participation in an Activity involves risk of serious injury, including but not limited to bodily injuries, permanent disability, heart attack, stroke, death, and severe personal and/or economic losses which may result not only from the Participant's own actions, inactions or negligence, but the action, inaction or negligence of others, the rules of play, or the condition of the premises or of any equipment used. (I) (We) also recognize that there are many risks of injury which may arise due to participation in an Activity, and it is not possible to specify each and every risk.
- 3. Fully accept and assume all of the foregoing risks and accept personal responsibility for the damages following such delineated or other possible risk and type of injury associated with participating in an Activity, even if arising from the negligence of the Releases.
- 4. HEREBY COVENANT NOT TO SUE JEFF OLIVER OR JEFF OLIVER'S JACKED ON THE HILL SPORTS PERFORMANCE PROGRAM, ITS OWNERS, COACHES, STAFF, EMPLOYEES, VOLUNTEERS, OFFICERS, OFFICIALS, AGENTS, SPONSORS, ADVERTISERS, OTHER AFFILIATES AND, IF APPLICABLE, THE OWNERS AND LESSORS OF THE PREMISES USED TO CONDUCT AN "ACTIVITY" (COLLECTIVELY, THE "RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO THE PARTICIPANT'S PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE. (I) (WE) HEREBY RELEASE, WAIVE AND DISCHARGE THE "RELEASEES" FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE PARTICIPANT'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE.
- 5. Accept responsibility for all medical expenses incurred whether or not the Participant is covered by insurance. In case of injury, accident or illness (I) (we) authorize the head coach/trainer and on-site medical/first aid staff to provide appropriate medical treatment. (I) (We) request, if it becomes necessary or advisable, that the Participant be transported by emergency vehicle and admitted to any hospital or medical facility for diagnosis and treatment. (I) (We) request and authorize any and all medical personnel to perform any diagnostic, treatment, or operative procedures and x-rays for the Participant. (I) (We) have been given no guarantee as to the results of such examination or treatment and accept total responsibility for any and all medical costs of the Participant.
- 6. Consent to the use of the Participant's name, picture, likeness and the results of the Participant's participation in an Activity for promotional use by JEFF OLIVER'S JACKED ON THE HILL SPORTS PERFORMANCE PROGRAM, its successors and assigns.
- 7. Acknowledge and agree that this liability and release waiver form is binding on (my) (our) heirs, successors and assigns and may be assigned by JEFF OLIVER'S JACKED ON THE HILL SPORTS PERFORMANCE PROGRAM.
- (I) (WE) HAVE CAREFULLY READ THIS DOCUMENT, FULLY UNDERSTAND ITS TERMS, AND INTEND THIS DOCUMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

IN WITNESS WHEREOF, (I) (we) have hereunto set our signatures, the	his day of	, 2023
Participant Signature		
Print Name		