

# THIRD-PARTY ATHLETE PARTICIPATION AGREEMENT, ASSUMPTION OF RISK, RELEASE, AND CONSENT

For independent third-party coach/program use on Orion premises

**Important notice.** This form is intended for use when a third-party coach or program—not Orion Sports Medicine / Orion Physical Therapy Specialists—is conducting football or sports-performance activities on Orion premises. Unless Orion separately agrees in writing, Orion is not providing coaching, direct supervision, athletic training coverage, therapy services, or return-to-play decisions for the program.

<b>Participant Name:</b> _____	<b>Date of Birth:</b> _____
<b>School / Team:</b> _____	<b>Grade:</b> _____
<b>Parent / Guardian Name (if participant is under 18):</b> _____	<b>Parent / Guardian Phone:</b> _____
<b>Emergency Contact Name:</b> _____	<b>Emergency Contact Phone:</b> _____

<b>Third-Party Coach / Program Name:</b> _____	<b>Program Dates / Season:</b> _____
<b>Facility Location:</b> _____	<b>Primary Parent / Guardian Email:</b> _____

## 1. Third-Party Program / Independent Relationship

The program identified above (the “Program”) is organized and supervised by the third-party coach/program, not by Orion Sports Medicine and Orion Physical Therapy Specialists (collectively, “Orion”), unless a separate written services agreement expressly states otherwise.

The undersigned understand and agree that the third-party coach/program is not an employee, agent, or representative of Orion solely because Orion has allowed the Program to use its premises. Orion does not design workouts, select drills, supervise participants, determine playing status, or make return-to-play decisions for the Program unless separately agreed in writing.

Access to Orion premises for the Program does not create a therapist-patient or provider-patient relationship with Orion. Any medical, rehabilitation, performance-testing, or treatment service provided by Orion must be separately requested and documented.

## 2. Health Confirmation, Insurance, and Participation Conditions

The undersigned certify that the Participant is physically able to participate in football training, strength and conditioning, speed and agility work, and related athletic activities, or has been cleared by an appropriate medical professional to do so. The undersigned will promptly disclose any known medical condition, injury, restriction, allergy, medication issue, prior concussion, cardiac concern, heat-related illness history, or other circumstance that could affect safe participation.

The undersigned understand that the Participant should not participate while ill, injured, dizzy, faint, short of breath beyond ordinary exertion, experiencing chest pain or palpitations, or showing signs or symptoms of concussion, head injury, heat illness, or sudden cardiac arrest.

The undersigned are responsible for maintaining the Participant's own health/accident insurance and for all medical or transport expenses not paid by insurance.

### **3. Assumption of Risk**

The undersigned understand that football and sports-performance activities involve inherent and other risks, including risks associated with running, sprinting, cutting, jumping, tackling mechanics, plyometrics, strength training, stretching, contact or near-contact drills, use of turf, fields, flooring, and weight-room equipment, and the acts or omissions of other participants.

- Sprains, strains, muscle tears, soreness, overexertion, dehydration, and heat-related illness.
- Falls, trips, slips, collisions, dropped equipment, and equipment malfunction or misuse.
- Concussion, head injury, dental injury, eye injury, fractures, dislocations, spinal injury, and nerve injury.
- Cardiac events, respiratory distress, permanent disability, paralysis, or death.

The undersigned voluntarily assume all inherent and ordinary risks of participating in or being present for the Program, whether such risks are known or unknown, foreseeable or unforeseeable.

### **4. Emergency Response and Medical Treatment**

If the Participant becomes injured or ill during the Program, Orion and/or the third-party coach/program may obtain emergency medical care or transportation reasonably believed to be necessary under the circumstances. The undersigned consent to such emergency response and understand that they remain financially responsible for resulting charges.

The undersigned understand that, where required by applicable rules, law, school policy, or reasonable safety judgment, a Participant who is removed from activity because of suspected concussion, head injury, cardiac-related symptoms, or other serious medical concern may not return until appropriate written clearance is provided.

### **5. Release of Liability (Adult Participants Age 18 or Older Only)**

If the Participant is eighteen (18) years of age or older, the Participant, for themselves and their heirs, personal representatives, and assigns, hereby releases and discharges Orion, the owner/manager/lessor of the premises, and each of their respective parents, subsidiaries, affiliates, officers, directors, members, managers, employees, agents, contractors, volunteers, successors, and assigns (collectively, the "Released Parties") from any and all claims, demands, causes of action, damages, losses, costs, and expenses arising out of or related to the Participant's presence at Orion's premises or participation in the Program, including claims based on the ordinary negligence of the Released Parties.

This release does not apply to claims based on gross negligence, recklessness, intentional misconduct, or any claim that cannot be waived as a matter of applicable law.

### **6. Parent / Guardian Consent and Limited Release (Participants Under 18)**

If the Participant is under eighteen (18), the Parent/Guardian signing below gives permission for the Participant to participate in the Program and to enter and use Orion's premises and ordinary training equipment in connection with the Program.

For a minor Participant, the Parent/Guardian personally acknowledges and assumes the risks described in this Agreement and, to the fullest extent permitted by law, releases any claim the Parent/Guardian may have individually (including, to the fullest extent permitted by law, derivative or consequential claims) against the Released Parties arising out of or related to the Participant's presence at Orion's premises or participation in the Program, including claims based on the ordinary negligence of the Released Parties.

Nothing in this Agreement is intended to release, waive, or limit any claim belonging to the minor Participant to the extent that claim cannot be waived under applicable law.

For a minor Participant, the Parent/Guardian further agrees to indemnify and hold the Released Parties harmless from losses, claims, damages, or expenses arising from materially inaccurate or omitted health information supplied by the Participant or Parent/Guardian, or from participation contrary to disclosed restrictions or required medical clearance, except to the extent caused by the Released Parties' gross negligence, recklessness, or intentional misconduct.

## 7. Rules, Removal from Activity, and Safe Conduct

The Participant agrees to follow facility rules, use equipment only as intended, act safely and respectfully, and follow the instructions of the third-party coach/program while participating. Orion may deny or end access to its premises for unsafe conduct, rule violations, non-payment by the third-party renter, or any other legitimate business or safety reason.

The undersigned understand that hydration, rest, heat management, reporting symptoms, and honest disclosure of injuries and medical concerns are essential to safe participation.

## 8. Optional Media Authorization (Not Required for Participation)

Choose one: YES \_\_\_\_\_ NO \_\_\_\_\_ I authorize Orion to photograph, video record, or audio record the Participant while the Participant is on Orion premises in connection with the Program, and to use those recordings for Orion's internal business purposes, website content, and social media/marketing materials without additional compensation.

If authorization is granted, Orion may edit and publish the media in any lawful format. This authorization may be revoked prospectively in writing, but revocation will not require Orion to retract material already published.

## 9. Optional Non-Clinical Information Sharing Authorization

Choose one: YES \_\_\_\_\_ NO \_\_\_\_\_ I authorize Orion to share with the third-party coach/program identified above and the Parent/Guardian listed in this form: (a) attendance information; and (b) non-clinical performance-testing or participation information generated specifically for the Program, if any.

This section does not authorize release of medical records, therapy records, or other protected health information created in connection with a clinical visit. Any such release requires a separate written authorization.

## 10. Miscellaneous

This Agreement is intended to supplement, not replace, any separate rental or services agreement between Orion and the third-party coach/program. This Agreement is governed by Pennsylvania law. If any provision is found unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

This Agreement contains the entire understanding of the undersigned regarding the subject matter addressed here and may be signed in counterparts or electronically. By signing below, the undersigned certify that they have read this Agreement, understand it, and sign it voluntarily.

Signature: _____ Print Name: _____ <b>Adult Participant Signature (if Participant is 18 or older)</b>	Date: _____
Signature: _____ Print Name / Relationship: _____ <b>Parent / Guardian Signature (required if Participant is under 18)</b>	Date: _____
Signature: _____ Print Name: _____ <b>Minor Participant Signature (recommended assent if under 18)</b>	Date: _____
<b>Additional Notes / Medical Restrictions:</b> _____	