

Sports CLUB Release and Wavier of Liability

LIABILITY RELEASE AND INDEMNIFICATION: Prior to participation, this form must be signed by at least one of the participant's parents or legal guardians of the participant is not yet 18 years old. Participants signatures are required if 18 years of age or older and are helpful when age appropriate.

In consideration of Sports Camp, Inc. d/b/a Sports CLUB allowing the individual to participate in sports activities, classes, teams, including, but not limited to, activities such as gymnastics, skateboarding, scooters, dance, cheerleading, swimming, dodgeball, soccer, basketball, volleyball, football, and playground activities (hereinafter referred to as the "Activity"), I, and if I am not yet 18 years old my parents or legal guardians, agree to be bound as follows (the term "I" in this release refers to both the individual and his or her parents or legal guardians):

- (1) Acknowledgement and Assumption of Risk.** I understand that any Activity involves risks of serious bodily injury, including permanent disability, paralysis, and death, which may be caused by the individual's action or inactions, those of others participating in the Activity, the conditions in which the Activity takes place, negligence of the "Released Parties" named below, or other causes. I further understand that there may be other risks either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, cost, and damages that may result from the Activity. I hereby give my approval of and consent to the individual's participation in the Activity. I assume all risks and hazards incidental to the Activity and to transportation to and from the Activity.
- (2) Representation of Ability to Participate.** I understand the nature of the Activity, and I represent that the individual is qualified in good health, and in proper physical condition to participate in the Activity. Should I ever believe that any or the above representations have become untrue, or if I should ever believe that the Activity is unsafe or is no longer safe for the individual, the it will be my responsibility immediately to discontinue the individual's participation in the Activity.
- (3) Release.** I hereby release, acquit covenant not to sue, and forever discharge Sports Camp, Inc. d/b/a Sports CLUB, it owners, officers, administrators, employees, agents, volunteers, sponsors, advertisers, coaches and supervisors, and the owners or lessors of any facilities within which the Activity is conducted their respective agents and employees, and all other persons providing facilities or assisting in the conduct of the Activity and in the transportation of the participants to and from the Activity (collectively the "Released Parties") of and from and all actions, causes of action, claims, demands, liability, losses or damaged of whatever name or nature, including but not limited to those arising from or in any way related to the negligence of any of the Released Parties, that arise out of or are connected in any way to the individual's participation in the Activity and the transportation of the above named individual to and from the Activity (collectively the Released Claims").
- (4) Indemnification.** I will defend, indemnify and hold harmless the Released Parties from (that is, to reimburse and be responsible for) any loss or damage, including but not limited to costs and reasonable attorney's fees (including the cost of any claim I might be made on my behalf or the individual's behalf that is released in this document), arising out of or connected in any way with any of the Released Claims. Any claims otherwise must be brought forth in Collier County, Florida.

I HAVE READ AND UNDERSTOOD THIS ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, REPRESENTATION OF ABILITY TO PARTICIPATE, RELEASE, INDEMNIFICATION, AND CUSTODIAL PARENTS. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM GIVING UP SUBSTANTIAL RIGHT. I AM EXECUTING THIS DOCUMENT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Parent/Guardian Signature

Parent/Guardian (Printed Name)

Date

Emergency Contact Name

Contact Phone #

Email Address:

Allergies or Concerns: _____

