

Waiver, Release, Covenant Not To Sue, and Indemnity Agreement

Name: _____
Address: _____ City: _____ State: _____
Zip: _____ Home: () _____ Cell: () _____ Work: () _____

Name and phone of Health Care Provider, if any:

Emergency Contact Name: _____ Home: () _____ Cell: () _____

Please circle the position you will be working during camp:
Coach Counselor; Athletic Trainer; Dorm Director; Camp Director; Camp Store
Other: _____

In consideration of acceptance as a Staff Member and independent contractor at Sports International Academies LLC. (hereafter the "Camp"), the undersigned Staff Member (hereafter "Staff Member") agrees to the following Waiver of Claims and Liability Release (hereafter the "Waiver and Release"), which will cover events occurring from the time the Staff Member commences their duties in the Camp until the termination of their duties therein.

READ BEFORE SIGNING

1. In consideration of being allowed to work as an independent contractor in any way in the Sports International Academies(s), the undersigned acknowledges, appreciates, and agrees that: I am fully aware that I am working as an Independent Contractor at this camp(s) and that this is a seasonal position. I also understand that Sports International does not carry medical insurance of any kind. I am aware the Camp shall be permitted to use my likeness solely in conjunction with the advertisement and promotion of the Camp. If I observe any unusual significant hazard during my presence, I will remove myself as a staff member and bring such to the attention of the nearest camp official immediately. I understand this not a full contact football camp. As a staff member, I understand that it is my responsibility to make sure there is only controlled contact during practice sessions, or at any time during camp.

2. It is the intent of the undersigned Staff Member to release:

- Sports International, the National Football League including but not limited to any teams, players current or former and/or coaches participating, all Sports International staff, every high school, college, or any other location Sports International hosts a camp at, any participating agencies and each of their respective affiliates, officers, directors, employees, members, owners, volunteers, agents, corporate sponsors, and/or representatives (the "Camp Parties") both as organizations and each person individually
- from any claims or liability (including claims, demands, and actions of every name and nature including those arising from THE INHERENT RISKS OF COACHING at the *ACADEMY* or from the ORDINARY NEGLIGENCE of the *ACADEMY* or other protected parties listed above) to the fullest extent possible under the law, and to advance that intent the undersigned hereby agrees as follows:

3. I agree to indemnify, defend, and hold harmless Sports International and any of their representatives from and against any and all claims, suits, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to the Camp and/or this Agreement in connection with any personal injury to Staff Member or others, sickness, accidents, delay, property damage, and/or other loss or expenses of any kind suffered by Staff Member in connection with the participation in the Camp or this Agreement. This indemnification provision shall survive the termination and/or expiration of this Agreement.

4. I acknowledge that the Camp may involve strenuous and hazardous physical activities and I certify that I am in excellent physical health and have no physical limitations that would prevent me from participating in ALL ACTIVITIES in the Camp. I grant permission to the Camp Parties to provide me with emergency medical treatment, if needed. I further understand that should any medical services be provided, or made available to me in connection with my involvement with the Camp, the provision or availability of which the Camp does not sponsor or guarantee, the Camp does not warrant or make any representation concerning the adequacy or continuation of such medical services, nor can the Camp Parties be deemed responsible or held liable for any claims arising out of the provision of such medical services or the failure to provide or to continue to provide such medical services. I also understand that the Camp Parties cannot be held liable for any other services provided in connection with the Program, including without limitation any coaching, counseling, transportation, or security services.

5. I acknowledge that my participation in the Camp involves risk of serious bodily injury, death, and/or property damage. I assume and accept all risk of bodily injury, death, property damage and other harm connected with my participation in the Camp. I acknowledge that I am responsible for any and all of my own medical expenses due to illness or injury in connection with the Camp. OUR WAIVER AND RENUNCIATION OF CLAIMS IN THIS AGREEMENT EXPRESSLY APPLY TO ANY BODILY INJURY, DAMAGE, OR ACCIDENT THAT MAY BE SUFFERED BY PARTICIPANT OR OTHERS RESULTING FROM THE PARTICIPANT'S PARTICIPATION IN CONNECTION WITH THIS CAMP. AS WELL AS OTHER RECREATIONAL ACTIVITIES INCLUDING, BUT NOT LIMITED TO, SWIMMING.

6. I understand and acknowledge that the Camp Parties do not guarantee the security or safety of Camp sites, of the areas adjacent to and surrounding Camp sites, or of any areas I may traverse on to or from camp sites. I release the Camp Parties from any and all claims arising out of accidents or events caused by someone else or third parties not associated with the Camp, which incidents could occur on Camp sites, in areas adjacent to or surrounding Camp sites, or in areas traversed by the Staff Member traveling to our Camp sites. I further release the Camp Parties from liability for any damage or injury that may occur as a result of the surface or condition of the Camp site itself (e.g. the football playing field), or the condition of facilities or equipment used at the site.

7. I understand and acknowledge that the Camp staff and Camp Parties reserve the right to terminate the participation in the Camp of any Staff Members whose conduct may be considered by the Camp Parties, in their sole discretion, to be detrimental to or incompatible with the interests and security of the Camp. In the event of any such action by the Camp Parties, I understand and acknowledge that I will have no right to any compensation or damages from the Camp Parties.

8. Staff Members relationship with Camp shall be that of an independent contractor, and nothing contained in this Agreement shall be construed as establishing an employer/employee relationship, partnership, or joint venture between Camp and Staff Member.

9. If any portion of this Waiver, Release, Covenant Not to Sue and Indemnity Agreement is declared invalid or unenforceable by a final judgment of any court of competent jurisdiction, we hereby agree that such determination shall not affect the balance of this Waiver, Release, Covenant Not to Sue and Indemnity Agreement, but this Waiver, Release, Covenant Not to Sue and Indemnity Agreement shall remain in full force and effect, as such invalid portion shall be deemed severable.

10. (For California Residents Only) I hereby expressly waive all rights under Section 1542 of the Civil Code of the State of California, and under any and all similar laws of any jurisdiction. I am aware that said Section 1542 of the Civil Code provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

11. I represent and confirm that I have undergone a full and comprehensive physical examination administered by a Board-certified physician who will supply to the Camp or its designated representative a letter certifying, on the basis of aforementioned physical examination, that the Participant is physically fit to be a Staff Member and otherwise to participate in the Program.

12. This Agreement shall be governed by and construed in accordance with the laws of Pennsylvania without regard to conflict of laws principles. To the extent any disputes relate to, or arise from, this Agreement, the parties acknowledge and consent to venue and the exclusive jurisdiction in the courts of the District Court of Pennsylvania for Westmoreland County or the Circuit Court for Westmoreland County, Pennsylvania. 13. I acknowledge that I have read this Release, fully understand its contents and have signed below of my own free will.

Please list any allergies, required medications, and any health conditions or impairments which may affect the individual's activities while working as an independent contractor at the camp.

Please list reason for any medications taken:

Comments, concerns and/or explanations:

Staff Member Signature_____

Date_____

Print Name_____