

Sports International Football Academy

Assumption of Risk – Waiver of Liability – Indemnification Agreement

Sports International Football Academy [hereafter referred to as *ACADEMY*] provides fundamental instruction in football for youth. Activities include instruction in both offense and defense from experienced instructors. Players are grouped according to age and skill level to allow maximum progression and learning. Attending football camp can help young athletes with improved skill, teamwork, fitness, social interaction, recreation, and fun., *ACADEMY* feels it is important that the MINOR PARTICIPANT, the ADULT PARTICIPANT (Age 18 or more), & his/her PARENTS/GUARDIANS [hereafter referred to as the **Participant/Parent**] understand that all activities include inherent risks. [An **inherent risk** is one that cannot be eliminated without changing the nature of the activity.]

Inherent Risks in *ACADEMY* Sports Activities: One cannot list all inherent risks of sports because each activity has its own risks. *Typical inherent risks* of the football-related and other *ACADEMY* activities include, but are not limited to:

Football and other activity inherent risks: Impacts from football actions (e.g., blocking, being blocked, tackling, being tackled, collisions, rushing, defending, by helmets); Impact from other sources (e.g., collision with walls, tables, stationary objects, goal posts, opponents, teammates; by bats, spiked volleyball, by thrown ball); Trip and/or falls & Striking floor or hard surface (e.g., slips, slick floors, blocked by others, stationary or unseen objects, landing awkwardly, failing to perform skill adequately, striking equipment); Imperfect playing surfaces (e.g., unseen holes, indentations, slick area, stones); Equipment malfunction (e.g., equipment failure, facemask breaks); Contact with co-participants or competitors (e.g., when rebounding, blocking out, going for a ball, tackling); Weather (e.g., high heat & humidity, sudden changes in temperature, hail, rain, high winds, lightning); Wildlife (e.g., bees, insect bites, snakes); Cafeteria/sleeping quarters (e.g., food spills, allergies, gastro-intestinal upset, insomnia due to strange bed or surroundings, illness and infectious disease (e.g., influenza, COVID-19 etc.) contributed or caused by exposure to other participants, coaches, or other individuals on or off the premises.

Human error-related inherent risks: Participant actions (e.g., over-exertion, reckless or negligent actions, failure to follow instructions, inattentiveness, attempting actions prior to instruction or without supervision, horseplay); Co-participant actions (e.g., reckless or negligent actions, inattentiveness or distraction, failure to follow directions, horseplay); Coach supervisor, or staff/management actions Judgment errors are an inherent risk (some examples are estimating ability, estimating readiness to progress, recognizing seriousness of an injury, giving emergency care, determining necessary supervision, selection of free-time recreational activities, estimating staff emergency preparedness after training, failing to recognize physical or activity hazards, determining that participant instruction was understood, allowing participant reentry into gameplay following medical conditions or injuries, or similar decisions). Other staff-related inherent risks are inadvertent inattentiveness and temporary distraction while instructing or supervising participants.

ACADEMY feels that it is important that the **Participant/Parent** understand that three types of injuries can occur. Minor injuries are the most common and include, but are not limited to, muscle soreness, headaches, sprains, abrasions, cuts, blisters, and bruises. Serious injuries are less common, but can occur occasionally. They include, but are not limited to, broken bones; concussions; joint injuries (e.g., torn, strained, or sprained ligaments, tendons, or cartilage); eye injuries, cuts, broken teeth, or any other injury that may require emergency medical treatment. Catastrophic injuries are very rare; but the *ACADEMY* feels that every **Participant/Parent** should be aware of the slight possibility. These infrequent injuries include, but are not limited to, heart attacks, strokes, permanent disability, brain injury, paralysis, spinal injuries, vertebral injuries, aneurysms, and even death.

Assumption of Inherent Risks: I, the **Participant/Parent**, have read the preceding paragraphs informing and reminding me of the risks of *ACADEMY* activities. **I understand that the aforementioned and other activities in which I may participate in while at *ACADEMY* can be strenuous and include inherent risks that cannot be totally eliminated** regardless of the care taken by *ACADEMY* and/or its staff. **I know, understand, and appreciate** the types of injuries inherent in these activities. I hereby assert that **participation is voluntary** and the **Participant/Parent knowingly assumes all inherent risks of these activities.**

Waiver of Liability: In consideration of permission to participate in all *ACADEMY* activities (football-related, recreational, free-time), today and on all future dates, **I, the Participant/Parent**, on behalf of myself, my spouse, heirs, executors, lineal descendants indefinitely, administrators, personal or legal representatives, and assigns (hereafter, referred to as the Releasing Parties) **do hereby waive, release, covenant not to sue and discharge** Sports International Academies, LLC (DBA Sports International Football Camps), all participating agencies, all external hosts (if any), the National Football League, all coaches, guest players/coaches/speakers, owners of properties used to train, feed, and sleep participants, all corporate partners, athletic trainers, and equipment suppliers as well as all agents, representatives, personnel, employees, affiliates, successors, assigns, directors, board members, officers, volunteers, independent contractors, insurers, attorneys, and/or agents of any of the aforementioned] (hereafter, referred to as the Protected Parties) **from liability, loss, damage, and expense from any and all claims, demands, and actions of every name and nature including those arising from the acts, omissions, misconduct, and/or NEGLIGENCE of *ACADEMY* or other Protected Parties.**

This Assumption of Risk, Waiver, and Indemnity Agreement, applies to any of the following:

- Illnesses, personal injury (including death), bodily injury, emotional pain and suffering, as well as economic loss, expense, damages, and costs, including but not limited to attorneys fees and costs to the **Participant/Parent** arising from participation in

any *ACADEMY* activities; while being transported to/from such activities or while lodging during attendance at *ACADEMY* Activities; claims relating to counseling, security, third party actions, playing surface/site conditions, and uniforms; or while on any premises utilized by *ACADEMY* (including, but not limited to, training/practice fields, instructional rooms, recreational activity areas, food service facilities, dormitory facilities, and support areas such as locker rooms, restrooms, parking lots, equipment/maintenance areas, sidewalks, and steps.

- Any and all claims resulting from the damage to, loss of, or theft of property.

The release of *ACADEMY* from all claims, causes of action and rights that **Participant/Parent** now have against *ACADEMY* and/or may have in the future against *ACADEMY*, whether foreseeable, intended, unintended, accidental, intentional, or not, or otherwise collectively referred to as the “Potential Claims.”

Indemnification: I, the **Participant/Parent**, also agree to hold harmless, defend, and indemnify *ACADEMY* and other Protected Parties [that is, defend and pay all judgment, settlements, awards, and costs, including investigation costs, attorney’s fees, and all other related expenses] from **any and all claims** of Releasing Parties or others acting on behalf of **Participant/Parent**, including but not limited to their insurers, arising from the Potential Claims, **Participant’s** participation in *ACADEMY* Activities or presence on the premises, (including those arising from the inherent risks of the activity or the acts, omissions, wrongful misconduct, or negligence of Protected Parties). I further agree to hold harmless, defend, and indemnify *ACADEMY* and Protected Parties against any and all claims of co-participants, rescuers, and others arising out of or relating to the conduct of the Participant while on the premises utilized for *ACADEMY* Activities.

Acknowledgment as to Prospective Release. By signing this Waiver and Release, I understand and agree that I will be forever prevented from suing or otherwise claiming against the *ACADEMY* as well as the Protected Parties for all Potential Claims. I expressly acknowledge and agree that the releases contained in this Agreement include a waiver of all rights under Section 1542 of the Cal. Civil Code in any similar comparative statute in any state, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

I fully understand it as well as the nature of the release I am giving. I acknowledge and understand that I may later discover facts different from or in addition to those I now know or believe to be true regarding the matters released or described in this agreement, and even so I agree the releases and agreements contained in this agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. I assume any and all risk of mistake in connection with the true facts involved in the matters, disputes, or controversies described in this agreement or with regard to any facts now unknown to me relating to those matters.

COVID-19 Releases and Waivers. As part of my releases, assumptions of liability, and waivers above, I similarly waive all past present, and prospective claims against *ACADEMY* as well as the Protected Parties and I voluntarily agree to assume all liabilities relating to the COVID-19 pandemic. I am aware of current information relating to the COVID-19 pandemic and I have understood the instructions given by federal and state governmental authorities to shelter-in-place or stay-at-home and avoid crowds or indoor gatherings due to the highly contagious nature of the COVID-19 Coronavirus and potential for illness, respiratory illness, hospitalization and death as a result thereof. Being aware of such risks, I nonetheless choose to voluntarily participate in the activities held by the *ACADEMY* as well as the Protected Parties. I understand, agree, and acknowledge, that the risks associated could expose me to COVID-19 and its symptoms, including but not limited to coughing, fever, runny nose, respiratory symptoms, lung damage, breathing difficulties, damage to extremities, loss of smell or taste, stroke, heart problems, and significant medical issues requiring use of ventilators, artificial breathing devices, breathing tubes, requirement of intensive care, permanent bodily injury, emotional distress, and possibly death. I understand the risks of participating in such activities and voluntarily choose to participate in the activities held by the *ACADEMY* as well as the Protected Parties notwithstanding such risks, and I acknowledge that I have freely consented to such conduct and have assumed the risks thereof. I further understand that the *ACADEMY* as well as the Protected Parties specifically disclaim and have not made any representations or warranties about other patrons or persons at their premises or the safety of the Premises itself from COVID-19, including any representations or warranties that the COVID-19 particles or droplets are not or will not be present at the premises of the *ACADEMY*, airborne, or on the surfaces of equipment, furniture, fixtures thereupon. I acknowledge that the aforementioned are not an exhaustive list of the risks, hazards and dangers to which I may be exposed as a result of my presence at the premises of the *ACADEMY*, and I accept and assume any and all risks, hazards and dangers regardless of whether they are detailed in this Release, and I acknowledge that the waivers, releases and indemnities in this Agreement shall apply to all such risks, hazards and dangers, known or unknown.

Waiver of Non-Out of Pocket Damages. I hereby waive any and all right to seek compensatory, non-compensatory damages, statutory damages, treble damages, or other punitive or exemplary damages against the *ACADEMY* as well as the Protected Parties agree that any damages that I may suffer for my participation in the Event shall be limited to a refund of the fees that I have paid for my participation in the *ACADEMY*. THE *ACADEMY* AND/OR PROTECTED PARTIES SHALL NOT BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, OR ANY OTHER TYPES OF DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

No Warranties. THE *ACADEMY* AND/OR PROTECTED PARTIES EXPRESSLY DISCLAIM ALL REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT AND/OR THE FOOTBALL CAMP ACTIVITIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS,

TITLE, ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE, AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION.

Clarifying Clauses: I, the **Participant/Parent** confirm that:

Waiver of Jury Trial

This is a **waiver of my constitutional right to a trial by jury** for any and all causes of action, including but not limited to the Potential Claims arising from **Participant/Parent** participation in *ACADEMY* activities or presence on the premises. I knowingly and voluntarily agree that any such dispute will be resolved by a bench trial (i.e., trial by judge).

1) I understand that **this is the entire agreement** between *ACADEMY* and **Participant/Parent**, and that it cannot be modified or changed in any way by representations or statements by any agent or employee of *ACADEMY*.

2) The foregoing Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant Not to Sue is intended to be as broad and **inclusive as is permitted by the laws** of the state in which the academy or event takes place and that **if any portion thereof is held invalid**, it is agreed that the balance shall continue in full legal force and effect.

3) If legal action is brought, either the appropriate state trial court or the United States District Court for the county and state in which the academy or event takes place has the **sole and exclusive jurisdiction** and that only the substantive laws of the state in which the Academy or event takes place shall apply.

Acknowledgements & Authorizations: . The Participant/Parent make the following warranties and representations:

Health Status. The **Participant/Parent** affirms that the participant:

- Possesses no health problems or physical disabilities (e.g., heart disease, diabetes, asthma, sickle-cell) that would make participation unwise.
- Understands that it is the participant's duty to inform staff and cease participation immediately if there is any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, or chest pains) during participation.
- Possesses sufficient skills, experience in the activity, coordination, and fitness to safely participate.

Medical Care. The **Participant/Parent** affirms that he or she:

- Authorizes the use of first aid by *ACADEMY* authorities
- Authorizes the use of CPR and AED (if available)
- Authorizes *ACADEMY* to secure emergency medical care and transport
- Agrees to assume all costs of emergency care and transportation.
- Agrees that *ACADEMY* is not responsible for any actions of emergency or medical personnel.
- Authorizes a hospital, clinic, EMS, or other medical service to release the participant to the care of *ACADEMY*.

Rules and Safety. The **Participant/Parent** agrees:

- To report all injuries (even minor injuries) so that *ACADEMY* may treat and make a record of the injury.
- To wear all recommended or required safety gear during participation.
- To follow all rules of the activity and of *ACADEMY*, *including, following all written or oral instructions or directions given by the ACADEMY or its staff.*
- That *ACADEMY* can halt participation of the participant (without refund) if he/she endangers the participant or others or refuses to follow *ACADEMY* rules.

Photo/Video Release. The **Participant/Parent** affirms:

- That *ACADEMY* is granted permission and given a worldwide, perpetual, irrevocable, royalty-free, sub-licensable, and sub assignable right and license to take and record photos and/or videos of the Participant, and the Participant's image, likeness, identity, voice, and other personal characteristics during *ACADEMY* activities and may use images, videos, recordings, and other audiovisual content such for exhibition, distribution, promotion, advertising, sale, press conferences, meeting, hearings, educational conferences, and in brochures and other online and print media for any and all purposes. FI. I hereby waive the right to receive any payment for signing this release and waive the right to receive any payment for the *ACADEMY*'s use of, or any rights to inspect or approve, finished photographs, audio, video, multimedia, or advertising and copy printed matter or computer generated scanned images and other electronic media that may be used in conjunction therewith or to approve the eventual use to which it might be applied.

For Parents of Minor Participants

Acknowledgment of Understanding: I, the Parent/Guardian of a Minor Participant, affirm that I have read and understand this Agreement. I understand that I am **giving up some rights**, including: **1)** My right as a PARENT/LEGAL GUARDIAN to recover damages for any loss I may suffer resulting from my injury or death resulting from my presence at *ACADEMY*; **2)** My right as a PARENT/LEGAL GUARDIAN to recover damages for any loss I may suffer resulting from injury to or death of my child resulting from his/her participation or presence at *ACADEMY*; and **3)** The right of my minor child to recover damages for any loss he or she might suffer from injury or death resulting from his/her participation or presence at *ACADEMY*.

I assert that I am voluntarily signing this agreement, and **intend my signature to be a complete release of all liability, including that due to inherent risks or ordinary negligence by the Protected Parties**, to the greatest extent allowed by law of the state in which the academy or event takes place.

Further, I, the Parent/Participant, assert that 1) I have explained the inherent risks to the MINOR PARTICIPANT; 2) he or she understands this Agreement; and 3) we knowingly accept and assume the inherent risks of ACADEMY activities.

I further warrant that I shall defend, indemnify, and hold harmless ACADEMY as well as the Protected Parties from all claims, demands, investigations, proceedings, lawsuits, arbitrations, governmental complaints, and all other actions of every kind or nature, including but not limited to the Potential Claims, as well as all associated costs, expenses, damages, including but not limited to attorneys fees and costs, arising out of, relating to, or in connection with any action of Participant or any person acting on behalf of Participant inconsistent with the representations, promises, waivers, assumptions, and releases provided pursuant to this Agreement.

I agree to fully cooperate with ACADEMY in connection with the approval, and/or enforcement of this Agreement if sought by Company, and agree to provide any and all consents or other documents required thereby. In the event of a breach or dis-affirmance of this Agreement, or a breach of obligations hereunder by Participant, or any action brought against Company by Participant asserting, seeking and/or alleging the voidance, disaffirmance, unenforceability, invalidity, or non applicability of this Agreement, and/or in any way otherwise challenging this Agreement or any provision therein, that I shall be responsible for ACADEMY's attorneys' fees and costs incurred in connection therewith and/or relating thereto.

Name of Parent/Guardian (Please Print)

Signature of Parent/Guardian

Date

Name of Parent/Guardian (Please Print)

Signature of Parent/Guardian

Date

Name of Minor Participant

Date

For Adult Participants (And Parents)

Acknowledgment of Understanding: I, the Adult Participant, affirm that I have read and understand this Agreement. I understand that I am **giving up some of my rights**, including my right as an Adult Participant to recover damages for any loss I might suffer from injury or death resulting from my participation or presence at *ACADEMY*. I assert that I am voluntarily signing this agreement, and **intend my signature to be a complete release of all liability, including that due to inherent risks or negligence by the Protected Parties**, to the greatest extent allowed by law of the state in which the academy or event takes place.

I, the Parent/Guardian, affirm that I have read and understand this Agreement. I understand that I am **giving up some of my rights**, including **1)** My right as a PARENT/LEGAL GUARDIAN to recover damages for any loss I may suffer resulting from my injury or death resulting from my presence at *ACADEMY* and **2)** My right as a PARENT/LEGAL GUARDIAN to recover damages for any loss I may suffer resulting from injury to or death of my son/daughter resulting from his/her participation or presence at *ACADEMY*. I assert that I am voluntarily signing this agreement, and **intend my signature to be a complete release of all liability, including that due to inherent risks or negligence by the Protected Parties**, to the greatest extent allowed by law of the state in which the academy or event takes place.

Name Adult Participant (Please Print)

Signature of Adult Participant

Date

Name of Parent/Guardian (Please Print)

Signature of Parent/Guardian

Date

Name of Parent/Guardian (Please Print)

Signature of Parent/Guardian

Date