

Sports International Football Academy

Assumption of Risk – Waiver of Liability – Indemnification Agreement

Sports International Football Academy [hereafter referred to as *ACADEMY*] provides quality instruction in football for youth. Activities include instruction in both offense and defense from excellent instructors. Players are grouped according to age and skill level to allow maximum progression and learning. Among the many benefits are improved skill, teamwork, fitness, social interaction, recreation, and fun. While the many benefits of these activities are apparent, *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 *ACADEMY* 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 ect.)

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). 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 ligaments, tendons, or cartilage); eye injuries, cuts, broken teeth. 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 attack, stroke, permanent disability, brain injury, paralysis, 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 *ACADEMY* activities can be strenuous and include inherent risks that cannot be totally eliminated** regardless of the care taken by *ACADEMY*. **I know, understand, and appreciate** the types of injuries inherent in *ACADEMY* activities. I hereby assert that **participation is voluntary** and the **Participant/Parent knowingly assumes all inherent risks of the activity**.

Waiver of Liability for Ordinary Negligence of *ACADEMY*: 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, 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, any corporate partners, athletic trainers, and equipment suppliers [as well as any directors, board members, officers, employees, volunteers, independent contractors, or agents of said organizations] (hereafter, referred to as the Protected Parties) **from liability from any and all claims, demands, and actions of every name and nature including those arising from the ordinary NEGLIGENCE of *ACADEMY* or other protected parties.** [Negligence is the failure to use such care as a prudent and careful person would use in similar circumstances.]

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

- Illnesses, personal injury (including death), and/or economic loss to the **Participant/Parent** arising from participation in *ACADEMY* activities; while being transported to/from 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 any claims and rights that **Participant/Parent** now have against *ACADEMY* and/or may have in the future against *ACADEMY*.

Indemnification: I, the **Participant/Parent**, also agree to hold harmless, defend, and indemnify *ACADEMY* and other protected parties [that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses] from **any and all claims of Releasing Parties or others acting on behalf of **Participant/Parent**, arising from participation in *ACADEMY* Activities or presence on the premises, (including those arising from the inherent risks of the activity or the ordinary 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 from the conduct of the participant while on the premises utilized for *ACADEMY* Activities.

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 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: These aid *ACADEMY* in providing for the health and safety of the participant.

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

- Possesses no health problems or physical disabilities (e.g., heart disease, diabetes, asthma) that would make participation unwise.
- Understands that it is 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 if *ACADEMY* deems it is needed.
- Authorizes the use of CPR and AED (if available) if *ACADEMY* deems it is needed.
- Authorizes *ACADEMY* to secure emergency medical care and transport if *ACADEMY* deems it necessary.
- Agrees to assume all cost 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*.
- 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* has permission to take photos and/or videos of the participant during *ACADEMY* activities and may use such for promotion, advertising, and marketing in print or electronic media.

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.

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 ordinary 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 ordinary 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