

Sports International Football Camp / Academy

Waiver, Release of Claims, Covenant Not to Sue, and Indemnity Agreement

To be completed and signed by the parent/guardian.

Camp Location and Date:

Camp Name (subject to change):

Camper's name: _____ Camper's age at camp: _____

Camper's Address: _____ City: _____ State: _____ Zip: _____

Mother's Name: _____ Cell: () _____ Other: () _____

Father's Name: _____ Cell: () _____ Other: () _____

Other emergency contact at time of camp: Name _____ Relationship to camper: _____

Cell: () _____ Work: () _____

In consideration of acceptance as a Camper in the Camp, Academy or Clinic sponsored by Sports International Football Academies LLC.(hereafter the "Camp"), the undersigned Camper (hereafter "Child") and Camper's parent(s) or legal guardian(s) agree to the following **Waiver, Release of Claims, Covenant Not to Sue, and Indemnity Agreement (hereafter the "Waiver, Release and Agreement")**, which will cover events occurring from the time the Child commences participation in the Camp until the termination of participation therein.

It is the intent of the undersigned Child and Child's parents or legal guardians to release: Sports International Academies, LLC, past or present N.F.L. players and coaches, the National Football League including but not limited to any teams, players and/or coaches participating, all Sports International staff, host location, including any field or facility owners, of Camp Academy or Clinic, 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 to the fullest extent possible under the law, and to advance that intent the undersigned hereby agrees as follows:

1. I authorize the Child to participate in ALL ACTIVITIES of the Camp.
2. I acknowledge that the Camp may involve strenuous and hazardous physical activities and Child's participation in the Camp involves risk of serious bodily injury, permanent disability, death, and/or property damage. I assume and accept all risk of bodily injury, permanent disability, death, property damage and other harm connected with the Child's participation in the Camp. I certify that the Child is in excellent physical health and has no physical limitations that would prevent the Child from participating in the Camp. I grant permission to the Camp Parties to provide the Child with emergency medical treatment if needed. I further understand that should any medical services be provided or made available to the Child in connection with his participation in 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.
3. **I knowingly and voluntarily indemnify, hold harmless and release Camp Parties for and from any and all liability for all claims, demands, losses, damages and costs including without limitation reasonable attorneys' fees, fees that arise out of or in connection with any personal injury to the Child or others, sickness, accidents, delay, property damage, and/or other loss or expenses of any kind suffered by the Child in connection with the Child's participation in the Camp.** I acknowledge that I am responsible for any and all medical expenses due to the Child's illness or injury in connection with the Camp. MY WAIVER AND RENUNCIATION OF CLAIMS IN THIS AGREEMENT EXPRESSLY APPLIES TO ANY BODILY INJURY, DAMAGE, OR ACCIDENT THAT MAY BE SUFFERED BY THE PARTICIPANT OR OTHERS RESULTING FROM THE PARTICIPANT'S PARTICIPATION IN THE GAME OF FOOTBALL IN CONNECTION WITH THIS CAMP. AS WELL AS OTHER RECREATIONAL ACTIVITIES.
4. I authorize the Camp Parties to take photographs and videotapes of the Child and to record the Child's voice, conversation and other sounds during and in connection with the camp. I acknowledge that the Camp Parties shall own exclusively all copyright and other rights to such tapes, photography and recordings and may use them forever and throughout the world in any and all media, now known or hereby created, in connection with promoting or publicizing the Camp or any other endeavor without compensation to me or the Child. I authorize the Camp Parties to use the Child's name, voice, likeness, image, photograph and

any biographical facts provided to the Camp Parties in advertising and promoting the Camps throughout the country without further compensation.

5. I understand and acknowledge that the Camp Parties do not guarantee the security or safety of any sites used at this camp, camp activities and other recreational activities, including but not limited to the areas adjacent to and surrounding any sites used at this camp, or of any areas the Child may traverse on their way to or from any sites used at this camp. **I release the Camp Parties from any and all claims arising out of accidents or events caused by a Child or third parties not associated with the Camp**, which incidents could occur on any sites used at this camp, in areas adjacent to or surrounding any sites used at this camp, or in areas traversed by the Child traveling to any of our sites used at this camp. **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 site itself, including but not limited to the football playing/practice fields, or the condition of facilities, including those used for recreational activities or equipment used at the site.**
6. Transportation to off campus or on campus fields not within walking distance may be provided at some camps. I give permission for the Child to be transported to and from any practices or lectures on the Camp Parties provided transportation. I understand that such transportation may be on chartered buses and/or vans. It is understood that every necessary precaution will be taken to ensure the Child's safety. Beyond this, I agree to hold the Camp Parties harmless in the event of any injury to the Child while being transported on transportation used by the Camp Parties.
7. **I also agree to hold harmless the Camp Parties from any and all claims arising out of the equipment or uniform supplied to the Child for use in the Camp, or the equipment or other materials used by Camp staff in implementing the Camp.**
8. I recognize that the Child is expected to obey the instructions of coaches, their assistants, and any other camp staff, and we have instructed the Child to obey said coaches and other Camp staff. I understand and acknowledge that the Camp staff and Camp Parties reserve the right to terminate the participation in the Camp of any Child 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 we will have no right to any compensation or damages from the Camp parties.
9. If any portion of this **Waiver, Release and 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 and Agreement**, but this **Waiver, Release and 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. We represent and confirm that the Participant has 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 play the game of football and otherwise to participate in ALL ACTIVITIES of the Camp.
12. I certify I am the parent or legal guardian of the Child should the child not be of legal age to sign this release and I, personally and on behalf of my child, acknowledge that I have read this **Waiver, Release and Agreement**, fully understand its contents and legal consequences, and have had the opportunity to have legal counsel of my choosing review it before signing. I, for myself, my spouse, my child and on behalf of my/our heirs, assigns, personal representatives and next of kin, hereby indemnify and hold harmless all the above releases from any and all liabilities incident to my involvement or participation in these programs, even if arising from their negligence, to the fullest extent permitted by law.
13. This agreement will be governed by and construed in accordance with the laws of the State of Pennsylvania. I submit to the exclusive jurisdiction of any court of the state of Pennsylvania located in the County of Westmoreland for the purpose of any suit, action, or other proceeding, including those for personal injuries arising from or related to the Camp/Academy or this agreement. I agree that in any event that I take any legal action against the Camp/Academy, which is decided in favor of the Camp/Academy, I will be responsible for all legal fees, court costs, and out-of pocket expenses of the Camp/Academy, its owners and employees.

As the child's parent/ guardian I acknowledge that I have read the waiver form and am allowing my child to participate in the camp. I acknowledge that I have explained all risks to the child who is listed on this form. I, as well as my child, understand the seriousness of the risks involved in participating in this program, their personal responsibilities for adhering to rules and regulations, and accepts them as a participant.

Parent/Guardian Signature: _____ Date: _____

Participant Signature: _____ Date: _____