

2016 Waiver and Release Form

Enhance Sports Training

Participant's Name: _____ Email Address: _____
(Please Print)

Assumption of Risk: Participant and Parent/Guardian (1) understand the nature of the activities of sports training, which includes but not limited to football, basketball, and baseball (2) the demands of those activities relative to the physical condition and skill level of Participant, and (3) appreciate the types of injuries and illnesses and risks related to treatment for any physical or medical condition which may occur as a result of football training activities in which Participants engages. Participant and Parent/Guardian hereby assert that participation in football training activities and use of competition facilities and services is voluntary and that Participants and Parent/Guardian knowing assume all related risks of that participation.

Waiver: In consideration for the participation in one or more Enhance Sports Training (EST) events, Participant and his/her Parent/Guardian, on behalf of Participant personally, as well as his heirs, next of kin, personal representative, assigns and/or unborn child(ren) ("Participant Releases"), hereby waive any claims against and covenant not to sue or bring any action against EST, event operators, site owners and their affiliated companies, or any of their members, director, officers, employees, site owners, volunteers, sponsors or agents (the "Released Parties"), for any claim, demand, or lawsuit whatsoever related to Association's events, including, but not limited to, those that arise from or related to Participant's won acts, the acts of third persons, the effect of condition of any property, equipment, or premises, or any acts of Association's or event operator's own negligence, or the negligence of any Released Parties, or anyone else whose conduct may be attributed to the Released Parties. Participant and his/her Parent/Guardian agree that this waiver, release from liability, and covenant not to sue specifically includes, but is not limited to, any claims from personal injury or illness (including death) as well as damage to, or the loss or theft of, any personal property or claims of invasion of privacy. Participants and his/her Parent/Guardian further agree that this waiver, release from liability, and covenant not to sue has legal effect throughout Participation in or arising from Association events, as well as each and every time event property or facilities are used by Participant, his guest, relatives, or family members, and agree that it shall be construed as if Participant and his Parent/Guardian acknowledged and attested to it throughout that time and upon each such use.

Acknowledgement of Rules and Standards of Conduct: Participant understands that EST has Rules of Competition and a Code of Conduct. Participant agrees to abide by these rules and code for the safety of all participants in events.

Publicity Release and Consent: Participant and Parent/Guardian consent to all recording, photographing and filming of Participant (the "Recordings") at events and use of Participant's name and performance data and each agree that EST event operators, their licensees and designees may use these Recordings at any time and in any manner without payment to, or additional consent of, Participant or Parent/Guardian. Participants and Parent/Guardian release EST, event operators, their licensee and designees from all claims related to use of the Recordings and Data for promotion of EST and events.

Severability: Participant and Parent/Guardian further agree that this waiver is intended to be as broad and inclusive as is permitted by applicable law and that if any portion hereof is held invalid, it is agreed that the remaining portion of the waiver will continue in full legal force and effect.

Acknowledgment of Understanding: Participant and Parent/Guardian have read this document and fully understand its terms. Participant and Parent/Guardian understand that Participant is giving up rights, including the right to compensation for injury resulting from negligence of Released parties to the extent permitted by the applicable law. Participant and Parent/Guardian acknowledge that they are signing the agreement freely and voluntarily, and intend their signatures to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant: _____ Date: _____

Printed Name: _____

Signature of Parent/Guardian: _____ Date: _____

Printed Name: _____