



IMG Academies

**WAIVER AND INDEMINIFICATION – 2004/2005**

**Participant’s Name: (please print)** \_\_\_\_\_ **Program:** \_\_\_\_\_

**Waiver:** In consideration of IMG Academies LLP (hereafter “IMG”) accepting the enrollment of Participant in a program at IMG and/or Participant’s use (today and on all future dates) of the property, facilities, parking lot, buildings, fields, equipment, housing, dining areas (if applicable) and services of IMG, Participant and his/her Parent/Guardian, on behalf of Participant’s heirs, next of kin, personal representatives, and/or assigns, promise not to sue or bring any action against IMG, its affiliated companies, or any of their members, directors, officers, employees, volunteers, sponsors, independent contractors or agents, and release each of them from all liability in connection with all claims for (1) personal injury or illness (including death) and (2) damage to, or loss or theft of, property (including personal items, car, and money), arising from Participant's: enrollment in a program at IMG; presence at IMG; receipt of medical care or treatment for any physical or mental condition; use of IMG’s facilities, services, premises and equipment; as well as Participant’s negligence, willful misconduct, or criminal behavior; involvement in accidents; participation in horse play, sport program practices, tournaments, instruction, school activities, and social activities; travel; exposure to inclement weather; and/or any other circumstance or cause of a similar nature, but excluding IMG’s willful misconduct or criminal behavior.

**Publicity Consent:** Participant and Parent/Guardian consent to all recording, photographing and filming of Participant and all agree that IMG can use these recordings and images at any time and in any manner without payment to, or additional consent of Participant or Parent/Guardian.

**Indemnification:** Participant and Parent/Guardian also agree to indemnify and hold harmless IMG and its affiliated companies and each of their members, directors, officers, employees, volunteers, sponsors, independent contractors and agents, from all claims and amounts related to legal and other action brought against IMG for damages caused by Participant (i.e. for damages incurred while fighting with another participant) and to reimburse IMG for any expenses incurred for claims brought against IMG as a result of Participant’s enrollment in a program at IMG; presence at IMG; receipt of medical care or treatment for any physical or mental condition; use of IMG’s facilities, services, premises and equipment; as well as Participant’s negligence, willful misconduct, or criminal behavior; involvement in accidents; participation in horse play, sport program practices, tournaments, instruction, school activities, and social activities; travel; exposure to inclement weather; and/or any other circumstance or cause of a similar nature, but excluding IMG’s willful misconduct or criminal behavior. Participant and Parent/Guardian agree to pay all costs and attorneys’ fees incurred by IMG in investigating and defending a claim or suit but only if Participant’s (or Parent/Guardian's) claim is withdrawn or to the extent an arbitrator determines that IMG is not responsible for the injury or loss.

**Severability and Venue:** Participant and Parent/Guardian further expressly agree that this waiver is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the remaining portion of the waiver will continue in full legal force and effect. Also, Participant and Parent/Guardian agree that all disputes must be resolved using binding arbitration and take place at the office of the American Arbitration Association located nearest to Bradenton, Florida.

**Acknowledgment of Understanding:** Participant and Parent/Guardian have read this waiver 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 IMG. 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.

Signing this waiver as parent/guardian, I acknowledge that I am consenting to Participant’s participation in a program at IMG and represent to IMG that I understand all risks are expressly assumed by Participant and myself and all related claims are expressly waived in advance, other than claims not covered herein.

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Minor Participant: \_\_\_\_\_ Date: \_\_\_\_\_



**AGREEMENT TO PARTICIPATE**

**Assumption of Risks:** Physical activity, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the great care taken to prevent or minimize harm. IMG has facilities for various sport specific activities such as soccer, golf, tennis, baseball, football and basketball and related activities such as strength training, running, cycling and swimming. Some of these activities involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, some involve contact with equipment, fixed objects (e.g. goal posts), other participants (including participants that are older or younger and who may be larger or smaller in terms of weight and height) and various surfaces types, and others involve sustained physical activity that places stress on the cardiovascular and nervous systems. The specific risks vary from one activity to another, but in each activity the risks range from (1) minor injuries such as cuts, bruises, muscle strains and sprains, to (2) major injuries such as broken or fractured bones, concussions, or lost teeth, to (3) catastrophic injuries, such as heart attacks or fractured skull or those that cause disfigurement, loss of mental capacity, loss of sight, speech or hearing, paralysis, or death. I also understand that the Participant may be exposed, or expose others, to contagious and potentially harmful or deadly disease such as influenza, common cold, chicken pox, meningitis, or measles. Participant will also be exposed to risks while traveling (such as in vans when traveling to and from competitions, social events, or the airport), exposure to large crowds (such as at a big competition or a music concert), and exposure to risks related to receipt of treatment for any physical or mental condition.

Participant and Parent/Guardian have read the previous paragraphs and (1) understand the nature of the activities at IMG, (2) understand 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 activities that I participate in at IMG. Participant and Parent/Guardian hereby assert that participation in a sport program at IMG and use of their facilities and services is voluntary and that Participant and Parent/Guardian knowingly assume all related risks.

**Acknowledgement of Rules and Standards of Conduct:** I understand that IMG has rules and standards of conduct that are set forth in the IMG Academies Student Handbook. I agree to abide by these rules and standards for the safety of all participants, staff, guests and employees.

**Acknowledgment of Understanding:** Participant and Parent/Guardian have read this agreement to participate and fully understand its terms. Participant and Parent/Guardian acknowledge freely and voluntarily signing the agreement to participate and intend the signatures to signify a complete assumption of the inherent risks of participating in or observing activities at IMG to the greatest extent allowed by law in the State of Florida.

In signing this assumption of risk agreement as Parent/Guardian, I acknowledge that I am consenting to the participant's participation at IMG (as specified in paragraph one) and acknowledge that Participant and Parent/Guardian expressly assume all inherent risks of the activity.

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Minor Participant: \_\_\_\_\_ Date: \_\_\_\_\_

**Turn Over Please**

**Form D-page2**