



## Waiver & Release of Liability

Parent Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ E-mail \_\_\_\_\_

This Elevate Sports Academy Waiver and Release of Liability, and Photo and Electronic Media Release Waiver (collectively "ESA Waivers") must be read, signed, and submitted to league officials prior to league participation. Note that the execution of ESA Waivers applies to your child's participation in any and all events, leagues, camps, clinics, programs, and workshops (hereafter and collectively, "ESA Activities") organized or sponsored by the Elevate Sports Academy (hereafter, "ESA").

### Waiver and Release of Liability

My child, along with myself understand participating in any ESA Activities organized or sponsored by the ESA is a potentially dangerous or hazardous activity that includes risks, including, but not limited to, the possibility of physical harm or injury, permanent disability, death and damage to property. I hereby expressly and specifically assume all risks, including, but not limited to, the risk of physical harm or injury, permanent disability, death and damage to property, associated with my participation in ESA Activities, including, but not limited to, falls, contact with other participants, weather conditions including rain, ice, snow and cold temperatures, the conditions of the field and event locations, etc., all such risks being known and understood by me.

Having read this Waiver and Release of Liability (hereafter, "WRL"), knowing, understanding and willing to assume the risks associated with my child's participation in ESA Activities, and in consideration of my child being permitted to participate in ESA Activities, I, for my heirs, executors, administrators, legal representatives, assigns and any other person entitled to act on my child's behalf, as well as myself, hereby waive, release, forever discharge, hold harmless and covenant not to sue the ESA, its successors and assigns, its Board of Directors, officers, operators, employees, agents, other participants and any other representative of the ESA (collectively, "Released Parties") from any and all claims, demands, suits, judgments, damages, actions and liabilities, of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, which arise or may hereafter arise from my child's participation in ESA Activities. I understand and acknowledge that this WRL discharges the Released Parties from any liability or claim that my child, along with myself may have against the Released Parties with respect to any bodily injury, personal injury, illness, death or property damage that may result from my child's participation in ESA Activities, whether or not caused by the negligence of the Released Parties. I understand that, the ESA does not assume any responsibility for or obligation to provide financial assistance or other assistance, in the event of injury or illness to my child caused in any part by his/her participation in ESA Activities.

I hereby release and further discharge the Released Parties from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with my child's participation in ESA Activities.

I expressly agree that that this WRL is intended to be as broad and inclusive as permitted by the laws of Georgia, as applicable, and that this WRL shall be governed by and interpreted in accordance with the laws of Georgia, as applicable. I agree that in the event that any clause or provision of this WRL shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this WRL which shall continue to be enforceable.

### Photo and Electronic Media Release Waiver

I hereby grant permission to the ESA its successors, assigns, licensees, and legal representatives, and sponsors the irrevocable right to use my child's name, picture, portrait or photograph on its World Wide Web site, in electronic media (e.g., video, CD-ROM, etc.) or in other printed publications or other forms of promotion without further consideration, and I acknowledge the ESA's right to crop or treat the photograph at its discretion, and waive the right to inspect or approve the finished product, including written copy, which may be created in connection therewith. I hereby grant and convey unto the ESA all right, title and interest in any and all photographic images and video or audio recordings made by the ESA during my child's participation in ESA Activities, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings. I also acknowledge that the ESA may choose not to use my child's photo at this time, but may do so at its own discretion at a later date.

I also understand that once my child's image is posted on the ESA's website, the image can be downloaded by any computer user. Therefore, I agree to indemnify and hold harmless from any claims the following: the ESA, the photographer, their owner, employees, sponsors, agents and designees, including league officers.

In witness whereof, I have executed this Waiver and Release of Liability, and Photo and Electronic Media Release Waiver on the date indicated below.

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Participants Name (*Print*)

Parent/Guardian (*Signature*)

Date