UTAH SPORTS ACADEMY

 PERFORMANCE WAIVER

**PARTICIPANT**

Last Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PARENT/LEGAL GUARDIAN/ADULT**

Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Last Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_\_\_\_ Zip Code\_\_\_\_\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Emergency Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DISCLAIMER**: UTAH SPORTS ACADEMY AND AFFILIATED COMPANIES ARE NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON SUFFERED WHILE PLAYING, PRACTICING, OR IN ANY OTHER WAY INVOLVED IN UTAH SPORTS ACADEMY ACTIVITIES FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF UTAH SPORTS ACADEMY OR ITS AGENTS, EMPLOYEES, SPONSORS, VOLUNTEERS, THE OWNERS, OFFICERS, MANAGERS, AND LESSORS OF THE PREMISES AND ALL OTHERS WHO ARE INVOLVED.

In consideration of being allowed to participate in any way in the Utah Sports Academy sports program(s) related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent disability, paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. For MYSELF, SPOUSE OR CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my or my child’s participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If I observe any unusual significant concern or hazard during my presence, participation and/or child’s readiness for participation and/or the program itself, I will remove myself or child from participation and bring such to the attention of the nearest owner, officer, or employee immediately; and,
4. I give Utah Sports Academy or its designee the irrevocable right to take and use my name, picture, likeness photograph, film, videotape, and/or verbal statement in all forms and media and in all manners for any advertising, promotional, Internet and/or publicity purposes, without compensation.
5. I, for myself, my spouse, my child, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS UTAH SPORTS ACADEMY it’s officers, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, clinicians and guest presenters, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to my or my child’s involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
6. I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of Utah and agree that if any portion is held invalid the remainder of the waiver will continue in full legal force and effect.
7. The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in Utah Sports Academy activities.
8. The Participant understands that the Participant will not be permitted to participate in the activities at Utah Sports Academy unless the Participant signs this Agreement.
9. The Participant or Parent/Guardian hereby acknowledges and agrees that the undersigned has carefully read this Performance Waiver, that it is understood, and that the same is freely and voluntarily executed.

10) In the event of an accident, I authorize Utah Sports Academy to stabilize and obtain medical care, including transportation to a medical facility if, in the opinion medical care is needed and I am unable to make such decisions for myself or child.

11) The Participant and/or Parent/Guardian understands that by signing this Performance Waiver, the Participant will be forever prevented from suing or otherwise claiming against Utah Sports Academy for any property loss or personal injury that the Participant may sustain while participating in or preparing for any activities.

12) This Waiver shall continue in full force and effect from the date it is signed in perpetuity, and as long as the participant continues to participate in Utah Sports Academy Programs. This Waiver may be withdrawn only in writing, signed by all of the same parties who signed the original Waiver

**SIGN BELOW FOR PARENT/GUARDIAN OR PARTICIPANT(S) OF MINORITY AGE:** (UNDER AGE 18 AT TIME OF REGISTRATION)

**This to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child’s involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.**

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Print :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 *(Parent/Guardian Signature) (Print Name of Parent/Guardian*)

**DATE SIGNED\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Emergency Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGN BELOW IF YOU ARE THE Minor PARTICIPANT:**

I understand the seriousness of the risks involved in participating in this program, my personal responsibilities for adhering to rules and regulation, and accept them as a participant.

**X**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(Minor* *Participant Signature*) (*PRINT NAME)*

I HAVE READ THIS RELEASE OR LIABILITY AND ASSUMPTION OF RISK WAIVER, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

**Sign below if you are an Adult Participant, Coach, or Guest Participant:**

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Participant’s Signature) (Print Name)

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_