

WAIVER AND RELEASE FROM LIABILITY FORM

Subject:

I recognize and expressly agree that participating in any sport or activity associated with athletics is an inherently dangerous activity. Further, I recognize that certain safety precautions must be followed, yet even strict adherence to those procedures does not guarantee nor does Mentally Fit Athletics LLC/ Mentally Fit Foundation guarantee Participant's Safety. _____

Waiver and Release from Liability:

In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment and services of Mentally Fit Athletics LLC/ Mentally Fit Foundation, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Mentally Fit Athletics LLC/ Mentally Fit Foundation, Player's Edge or Nationwide Sports and Education, its directors, employees, and agents from liability from any and all claims including the negligence of Mentally Fit Athletics LLC/ Mentally Fit Foundation resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, equipment. _____

Assumption of Risks:

Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Mentally Fit Athletics LLC/ Mentally Fit Foundation has facilities for and provides for activities such as weight lifting, running, aerobic activities, classes and sporting activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by Mentally Fit Athletics LLC/ Mentally Fit Foundation. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. _____

Publicity:

I understand that on occasion, Mentally Fit Athletics LLC/ Mentally Fit Foundation takes photographs or makes audio or video tape recording of children and/or adults involved in camp activities. Such photographs and audio/ visual recordings may be used in the Mentally Fit Athletics LLC/ Mentally Fit Foundation camp publications, promotional materials and pertinent website. I understand that such contemplated photos will have no addresses or identifications of any sort on such photos and are considered the property of Mentally Fit Athletics LLC/ Mentally Fit Foundation and may not be sold or reused. I agree to the use of any such audio or visual recording to be used, distributed as administrators of Mentally Fit Athletics LLC/ Mentally Fit Foundation see fit. This consent includes but is not limited to: photographs videotape, and audio recordings. _____

Indemnification and Hold Harmless:

I also agree to INDEMNIFY AND HOLD MENTALLY FIT ATHLETICS LLC/ MENTALLY FIT FOUNDATION, HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at Player's Edge, and to reimburse them for any such expenses incurred. _____

Severability:

The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. _____

Acknowledgment of Understanding:

I have read this Waiver and Release of Liability and fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be complete and unconditional release of all liability to the greatest extent allowed by law. _____

Signature of Parent/ Guardian of Minor

Date

Participant Name: _____