

# 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 physical training, running, cycling and swimming. Some of these activities involve endurance or 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.

**PUBLICITY RELEASE AND CONSENT:** Participant and Parent/Guardian consent to all recording, photographing and filming of Participant (the "Recordings") and each agree that IMG can use these Recordings at any time and in any manner without payment to, or additional consent of, Participant or Parent/Guardian and release IMG and its licensee from all claims related to use of the Recordings.

**ACKNOWLEDGEMENT OF RULES AND STANDARDS OF CONDUCT:** I understand that IMG has rules and standards of conduct that are set forth in the IMG Academy Student Handbook. I agree to abide by these rules and standards for the safety of all participants, 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.

Participant and Parent/Guardian have read this Agreement and fully understand its terms. In signing this Agreement each acknowledges that he or she is consenting to the Participant's participation at IMG Academy (as specified in paragraph one) and acknowledge that each of Participant and Parent/Guardian expressly assumes all inherent risks of IMG Academy activities.

Name of Participant (Please Print): \_\_\_\_\_ Sport: \_\_\_\_\_  
Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_  
(If Participant Is Under 18)  
Email: \_\_\_\_\_

# WAIVER AND INDEMNIFICATION

NAME OF PARTICIPANT: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

(please print)

**WAIVER:** In consideration for IMG Academy LLC (hereafter “IMG”) accepting the enrollment of Participant in a program and/or permitting Participant access to or the use of the property, facilities, parking lot, buildings, fields, equipment, housing, dining areas, and/or services of IMG, Participant and his/her Parent/Guardian, on behalf of Participant personally, as well as his/her heirs, next of kin, personal representatives, assigned and/or unborn child(ren), hereby waive any claims against and covenant 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, for any claim, demand, or lawsuit whatsoever, including, but not limited to, those that arise from or relate to Participant’s own acts, the acts of third persons, the effect of the condition of any property, equipment, or premises, or any acts of IMG’s own negligence, or the negligence of any IMG officer, employee, agent, or anyone else whose conduct may be attributed to IMG. 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 for personal injury or illness (including death) as well as damage to, or the loss or theft of, any personal property. Participant and his/her Parent/Guardian further agree that this waiver, release from liability, and covenant not to sue has legal effect throughout Participant’s enrollment in any IMG program, as well as each and every time IMG property or facilities are used by Participant, his/her guests, relatives, or family members, and agree that it shall be construed as if Participant and his/her Parent/Guardian acknowledged and attested to it throughout that time and upon each such use.

**INDEMNIFICATION:** In further consideration for IMG accepting the enrollment of Participant in a program and/or permitting Participant access to or the use of the property, facilities, parking lot, buildings, fields, equipment, housing, dining areas, and/or services of IMG, Participant and his/her Parent/Guardian, on behalf of Participant personally, his/her Parent/Guardian personally, as well as their personal representatives or assigns, hereby contractually agree to defend and indemnify IMG, its affiliated companies, or any of their members, directors, officers, employees, volunteers, sponsors, independent contractors, or agents, from any and all claims, demands, lawsuits, or damages, including related costs and attorney fees, brought by any other person or entity for any injuries or any damage to themselves, their property, or to Participant or his/her property, arising out of the use of any IMG service or facility by Participant and/or his/her guests, relatives or family members. This indemnification agreement specifically includes, but is not limited to, claims, demands, damages, or lawsuits brought by third parties which arise from or relate to any active or passive negligence, intentional conduct, and/or criminal conduct by Participant and/or his/her guests, relatives, or family members. This indemnification agreement is not limited to activities occurring on an IMG premises, but is intended to encompass any and all conduct by Participant and/or his/her guests, relatives, or family members for which a third party may seek to hold IMG, its affiliated companies, or any of their members, directors, officers, employees, volunteers, sponsors, independent contractors, or agents, liable, whether occurring on or off of an IMG property, and whether occurring as a result of travel, sport program practices, instruction, or training, participation in horse play, school or social activities, exposure to inclement weather, and/or any other circumstance whatsoever. Participant and his/her Parent/Guardian further agree that this indemnification agreement has legal effect throughout Participant’s enrollment in any IMG program, as well as each and every time IMG property or facilities are used by Participant, his/her guests, relatives, or family members, and agree that it shall be construed as if Participant and his/her Parent/Guardian acknowledged and attested to it throughout that time and upon each such use.

**ACKNOWLEDGMENT:** Participant and Parent/Guardian have read this waiver and fully understand its terms. Participant and Parent/Guardian further expressly agree that this waiver is intended to be as broad and inclusive as permitted under Florida law. If any portion is held invalid, the remaining portion of the waiver will continue in full legal force and effect.

## NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN

**Read this form completely and carefully. You are agreeing to let your minor child engage in a potentially dangerous activity. You are agreeing that, even if IMG uses reasonable care in providing this activity, there is a chance your child may be seriously injured or killed by participating in this activity because there are certain dangers inherent in the activity which cannot be avoided or eliminated. By signing this form you are giving up your child’s right and your right to recover from IMG in a lawsuit for any personal injury, including death, to your child or any property damage that results from the risks that are a natural party of the activity. You have the right to refuse to sign this form, and IMG has the right to refuse to let your child participate if you do not sign this form.**

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: \_\_\_\_\_

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

(If Participant is Under 18)