



## Flagstaff Sports Institute, Inc.

# IPPEP Participant Liability Release Form

(Note: You are free to have this reviewed by a lawyer of your choosing before signing.)

This Agreement entered into by and between Flagstaff Sports Medicine Institute, Inc. d/b/a Flagstaff Sports Institute ("FSI") and \_\_\_\_\_ ("PARTICIPANT") regarding the **Injury Prevention and Performance Enhancement Program (IPPEP)** that you have registered your child/athlete in.

**NOTE: YOU ARE GIVING UP A VERY SUBSTANTIAL RIGHT AND ARE, THEREFORE, ADVISED TO READ THIS RELEASE AND WAIVER VERY CAREFULLY BECAUSE THIS IS CLEARLY INTENDED TO BARGAIN AWAY YOUR RIGHT TO HOLD FSI RESPONSIBLE FOR ITS NEGLIGENCE.**

WHEREAS, FSI coaches and engages in strength training, speed and agility training, flexibility training, neuromuscular training, and other types of physical training; PARTICIPANT desires to be coached and physically trained by FSI (hereinafter collectively referred to as "TRAINING") on the terms and conditions set forth here.

NOW, THEREFORE, in consideration of FSI's TRAINING with PARTICIPANT, the mutual covenants and conditions and other good and valuable consideration, the parties agree as follows:

### PARENT/GUARDIAN INITIAL ON EACH LINE BELOW:

\_\_\_\_\_ 1. PARTICIPANT understands that TRAINING is an inherently risky activity which involves serious risk of personal injury, death, illness, disease and/or physical or mental damage to his/her person, which risks may include, dehydration, death, dismemberment, serious and/or crippling bodily injury, and property damage.

\_\_\_\_\_ 2. PARTICIPANT acknowledges that s/he has been given the opportunity to inspect the equipment, including the use of equipment and facilities being used and that it is in operable condition. If the equipment is not in operable condition or is otherwise defective, PARTICIPANT agrees to promptly notify FSI. PARTICIPANT further represents that s/he knows how to use the equipment and understands that any misuse of the equipment could result in damage or injury to the equipment, him/herself, and/or third parties.

\_\_\_\_\_ 3. PARTICIPANT acknowledges and understands TRAINING entails known and unknown risks of injury, including but not limited to those outlined above. PARTICIPANT agrees to freely and expressly assume and accept these risks and RELEASE AND HOLD HARMLESS all the persons or entities of FSI, its coaches, officers, employees, sponsors, agents, or representatives who might otherwise be liable to PARTICIPANT, PARTICIPANT's heirs, assigns, or spouse for damages, including those resulting from the NEGLIGENCE of FSI, its parent, subsidiaries, or affiliate companies. PARTICIPANT further agrees to exercise all necessary and appropriate care for his/her safety and the safety of others.

\_\_\_\_\_ 4. PARTICIPANT assumes full responsibility for his/her own safety, as well as the others PARTICIPANT may impact while involved with FSI. PARTICIPANT accordingly agrees to abide by all instructions provided by FSI personnel and Volunteers. PARTICIPANT agrees to question any instructions appearing unsafe or unclear, and to promptly report any activity PARTICIPANT feels is potentially or actually dangerous. PARTICIPANT understands s/he may be removed from TRAINING for any breach of safety policies or unsafe or inappropriate conduct

\_\_\_\_\_ 5. PARTICIPANT certifies that PARTICIPANT is in sufficiently good health for TRAINING activity and agrees to personally satisfy him/herself as to the safety of the trails, terrain and facilities and their

acceptability for TRAINING. PARTICIPANT understands his/her physical limitations and is sufficiently self-aware to stop physical activity before becoming ill or injured. PARTICIPANT understands it is his/her responsibility to inform FSI of any pre-existing injury or medical, physical, or emotional limitation or condition which could affect his/her ability to participate in TRAINING before such activities begin.

\_\_\_\_\_ 6. PARTICIPANT certifies that PARTICIPANT has sufficient health, accident, and liability insurance to cover any bodily injury or property damage PARTICIPANT may incur while participating in TRAINING and to cover bodily injury or property damage caused to a third party as a result of PARTICIPANT's participation in this activity. PARTICIPANT certifies that if PARTICIPANT has no such insurance that PARTICIPANT is capable of personally paying for any and all such expenses or liability.

\_\_\_\_\_ 7. PARTICIPANT hereby voluntarily releases, forever discharges, and agrees to hold harmless and indemnify FSI, its agents, sponsors, affiliates, employees, and all other entities from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with TRAINING and PARTICIPANT's participation in this activity, including but not limited to the negligent acts or omissions of FSI, its agents, or employees, and all other persons or entities, for any and all injury, death, illness, or disease and damage to PARTICIPANT or his/her property. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN TRAINING, OR RELATED ACTIVITIES, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST FSI OR ITS OFFICERS, SPONSORS, AFFILIATES, AGENTS, OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSE THE BODILY INJURY OR PROPERTY DAMAGE.

\_\_\_\_\_ 8. If a court of competent jurisdiction makes a final determination that any term or provision of this Agreement is invalid or unenforceable, all other terms and provisions shall remain in full force and effect.

\_\_\_\_\_ 9. PARTICIPANT warrants that s/he has entered into this Agreement voluntarily and that no promise or inducement has been offered or made except as set forth here; that this Agreement is executed without reliance on any statement or representation by FSI, its agents, employees, or representatives; and that PARTICIPANT is of legal age and is legally competent to execute this Agreement.

My signature below indicates that I have read and understand this document and that it affects my legal rights; I agree to be bound by its terms; and I voluntarily and intelligently make and execute this Agreement.

\_\_\_\_\_  
PARTICIPANT'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE  
(If PARTICIPANT is a minor)

\_\_\_\_\_  
DATE

If registering online, the checked box indicates that parent/guardian has read, understands and agrees to the terms of this document.



# Flagstaff Sports Institute, Inc.

## IPPEP Media Release Form

(Note: You are free to have this reviewed by a lawyer of your choosing before signing.)

In consideration of **Flagstaff Sports Medicine Institute, Inc. d/b/a Flagstaff Sports Institute (“FSI”)** allowing me to participate in the **Injury Prevention and Performance Enhancement Program (IPPEP)**, I authorize the use of my name, voice, photograph, likeness, performance and/or biography by FSI, its Board of Directors, officers, employees and agents in connection with any use of a product arising out of my participation in the IPPEP. I authorize FSI to obtain and hold copyrights in such program and products, and to edit my performance and materials in its sole discretion.

I understand that FSI and its Board of Directors, officers, employees and agents have no obligation to air videos or photos of the IPPEP, and that I will receive no monetary compensation for the rights granted herein. I understand and affirm that this Authorization and Release shall be considered consent to such use by FSI under the provisions of the Arizona Revised Statutes.

I hereby agree to indemnify and hold harmless FSI, its Board of Directors, officers, employees and agents from any liability, loss or expenses arising from any claim or litigation that my participation in the IPPEP, including my statements or actions, or material furnished by me, violated or infringed the rights of third parties.

I, the undersigned, am at least 18 years of age or I am the parent or guardian of a participant who is less than 18 years of age. I have read this document and understand all of its terms. I execute it voluntarily and with full knowledge of its significance.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Parent/Guardian if Participant is under 18

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

If registering online, the checked box indicates that parent/guardian has read, understands and agrees to the terms of this document.