

In consideration of being allowed to participate in any training, events and activities ("Activities") associated with Total Sports Academy of CT , a.k.a. TSA, located at 30 Great Hill Rd, Seymour, CT, I, \_\_\_\_\_, the undersigned, acknowledge, appreciate and agree that:

1. The risk of injury from the training, events and activities ("Activities") at the facility is significant, including the potential for permanent paralysis and death, and while particular training, skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM NEGLIGENCE OF THE RELEASEES (as defined below) or others, and assume full responsibility for my participation in Activities at TSA.**
3. Despite such risks, I willingly agree to participate in Activities at TSA and comply with the terms and conditions for participation in the Activities at TSA which I acknowledge receiving and understand completely. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and will notify TSA of such hazard immediately.
4. I certify that I am physically and mentally fit to participate in Activities at TSA and have not been advised by a qualified medical professional not to participate in any Activities such as those offered at TSA. I certify that there are no health related reasons or problems which preclude my participation in these Activities or event and have disclosed to TSA any underlying medical conditions.
5. I hereby consent to receive medical treatment which may be deemed advisable by TSA in the event of injury, accident, and/or illness during my participation in Activities at TSA. I agree that I will not hold the Releasees responsible for any claims resulting from any medical treatment I receive. I certify that I currently have medical/health insurance to cover any injuries that I may sustain during my participation in Activities at TSA.
6. I hereby agree to allow TSA to record and publish photos and videos (including audio) of myself for the purpose of promoting TSA and for documenting and/or reporting events and activities.
7. **I RELEASE, WAIVE, AND DISCHARGE ANY AND ALL CLAIMS that I or my heirs, assigns, personal representatives, and next of kin, may have now or in the future against TSA, and its officers, directors, employees, contractors, subcontractors, sponsors, suppliers, national organizations or associations, representatives, agents, affiliates, insurers, successors and assigns; other participants, teams, sponsors, and advertisers of the Activities at TSA; and, if applicable, owners and lessors of the premises used by TSA (collectively the "Releasees") for any liability, expenses, loss or damage to person or property, injury, death or disability suffered from or in connection with my presence or participation in the Activities at TSA due to any cause whatsoever, INCLUDING THE NEGLIGENCE ON THE PART OF THE RELEASEES. I HEREBY AGREE NOT TO SUE OR MAKE CLAIMS AGAINST THE RELEASEES AND GIVE UP ALL MY RIGHTS TO DO SO.**
8. **I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees, WITH RESPECT TO ANY AND ALL LIABILITY, INJURY, DISABILITY, DEATH or loss or damage to person or property, or expenses or fees (including reasonable attorney's fees) associated with my presence or participation in the Activities at TSA, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.**
9. This Agreement and any disputes arising out of or related to Participant's involvement in Activities at TSA or this Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles. Jurisdiction and venue for any disputes arising out of or related to Participant's involvement in Activities at TSA or this Agreement shall be exclusively in the Court of Common Pleas of Lancaster County or the Federal District Court for the Eastern District of Pennsylvania.
10. This Agreement contains the entire agreement between the undersigned and TSA concerning its subject matter. This Agreement supersedes any prior agreements or understandings between Participant or Parent and TSA concerning the subject matter of this Agreement and will remain in effect and unless and until terminated or replaced by a new written agreement.
11. If any provision of this Release of Liability, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Release shall remain in full force and effect.

#### **PHOTOGRAPHY RELEASE**

I hereby agree to allow the TSA to record and publish photos and videos (including audio) of myself for the purpose of promoting TSA and for documenting and/or reporting events and activities. I understand photographs, video and/or audio tape recordings to be taken of myself and/or family members at *practice, during competition, recreational play, as well as other TSA related events. I understand that this media will be produced and used for promotional purposes, and I authorize TSA to use my/our photograph, video and/or audio recording on its Website and social media platforms, such as Facebook, Twitter, YouTube, FourSquare and Pinterest, etc., as*

well as other official printed publications without further consideration. In addition, I acknowledge TSA's right to crop or treat the media at its discretion, and I also acknowledge that TSA may choose not to use my/our image at this time, but may do so as its own discretion at a later date.

I also understand that once I, or my family members, image(s) have been captured, they may be posted on the TSA Website or social media platforms, the image can be downloaded by any computer user on or off the premises of the Sports Complex. Therefore, I agree to indemnify and hold harmless from any claims the following:

- TSA coaches and other team members
- TSA employees

TSA also reserves the right to discontinue use of photos without notice.

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

_____	_____	_____/_____/_____
<b>PARTICIPANT'S NAME</b>	<b>AGE</b>	<b>BIRTHDATE</b>
_____	_____	
<b>PARENT/GUARDIAN NAME</b>	<b>EMAIL ADDRESS</b>	
_____	_____	
<b>ADDRESS</b>	<b>PHONE NUMBER</b>	
_____	_____	_____
<b>CITY</b>	<b>STATE/ZIP</b>	<b>SIGNATURE</b>

**CONSENT FOR EMERGENCY ASSESSMENT AND TREATMENT**

I consent to the performance of emergency services, including assessment and management of injuries at the TSA Complex, as may be deemed necessary or advisable.

I understand that the licensed athletic trainers may determine that I need to be referred to a physician or a hospital emergency department for further assessment and treatment of my injury.

This consent for treatment is effective until revoked.

_____	_____
<i>Patient</i>	<i>Date</i>

_____	_____
<i>Patient's Legal Representative or Guardian</i>	<i>Relationship to Patient</i>

**FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINORITY AGE**  
(Under age 18 at time of registration)

This is to certify that I am the parent or guardian of the minor Participant named above, having legal responsibility for this minor, and I do hereby consent (with the approval of my spouse, if any) to the minor's participation in the Activities at TSA and agree to the Release of Liability as provided above and hereby make and enter into each and every representation, certification, waiver, release, assumption and indemnity described above in the Release of Liability on behalf of myself, the minor, any other parent or guardian of the minor, and our heirs, assigns, personal representatives, and next of kin.

I agree to give up my rights, the minor's rights, and the rights of any other parent or guardian to maintain any claim or suit against Releasees arising out of the minor's presence or participation in the Activities at TSA. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE WAIVERS AND RELEASES, and I agree to indemnify and defend the Releasees for all liability arising out of any lack of authority on my part to make such waivers and releases.

_____	_____	_____
<b>PARENT/GUARDIAN SIGNATURE</b>	<b>(Print name)</b>	<b>Date signed</b>