



6087 Hickory Ridge Mall, Ste. 340, Memphis, TN
Main: 901-467-7188

Youth Accident Waiver and Release of Liability Form

I _____ hereby give my permission for my child _____ to participate in the Elite Performance Foundation Programs.

I agree to see that my child is appropriately attired for organization activities.

I understand that organization activities could include workouts, intense physical activity, play and activities around and near the Elite Performance Foundation and Hickory Ridge Mall grounds, wherein there could be heavy gym equipment, slippery and jagged surfaces among other small dangers and risks. I also understand that my child may travel by local bus and/or other forms of transportation and be walking along busy streets and in public and private properties.

In the event of illness, injury, and/or accident, I authorize the trainers or facility instructor or any Elite Performance Foundation employee or volunteer to act on my behalf. They may approve all non-emergency or emergency treatment and are authorized to sign any and all medical release or required form(s) on my behalf. In the event of an emergency, I understand that I will be notified of the situation as soon as practicable. I agree to pay any necessary expenses not covered by Elite Performance Foundation's accident policy incurred in the medical treatment of my child, including, but not limited to all transportation costs to and from a medical facility, and, if necessary, transportation to my home or medical facility of choice.

I understand that the Elite Performance Foundation may, in its sole discretion, dismiss any participant for inappropriate, disrespectful, or dangerous behavior at any time. In this event, I understand that I will not receive a refund of camp fees for unattended days. If my child breaks or damages any property because of their direct or indirect behavior, I hereby agree to pay for its repair or replacement.

I understand that the risks associated with facility and program activities could result in injury to my child. I hereby assume these risks and, knowing them, hereby give my child permission to participate. I understand that the Elite Performance Foundation is not liable for any injuries or other occurrences due to indoor and outdoor activities or related risks, and/or the actions or omissions of Elite Performance Foundation, volunteers, employees, trustees, directors, officers, or any other entities being released.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which my child may participate, and that it will govern the actions and responsibilities at said activity.

In consideration of my application and permitting my child to participate in this activity, I hereby: WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the Elite Performance Foundation, its trustees, officers, employees, camp counselors, volunteers, entities or other persons released, for my child's death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to them including their traveling to and from this activity; INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the Elite Performance Foundation, its trustees, officers, employees, volunteers, or other entities or persons released from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I understand that while participating in this activity, my child may be photographed. I agree to allow their photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. The Elite Performance Foundation, its Trustees, directors, officers, and all its employees, acting officially or otherwise are hereby released from any and all claims, demands, actions, or causes of action on account of any injury to my child that may occur. This release binds my heirs, executors, administrators, and/or assigns.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, FULLY UNDERSTAND ITS CONTENT, AND AGREE TO ITS TERMS.

Participant's Printed Name (Please print legibly)

Age

Parent/Guardian Printed Name (Please print legibly)

Parent/Guardian's Signature

Date

Elite Performance Foundation Employee Signature

Date