

Diamond Academy Player Liability Waiver

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right and the named minor's right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of the named minor's participation in Diamond Academy, now or any time in the future.

Acknowledgment of Risk

I, in my legal capacity as the parent/guardian of the minor named below, do hereby acknowledge, and agree that participation in Mill's Diamond Academy (referred to as Diamond Academy) activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with Diamond Academy participation, including but in no way limited to: (1) slips, trips, and falls, (2) athletic injuries, (3) illness, including exposure to and infection with viruses or bacteria, and (4) even risks arising from negligence of the releasees or others, and I assume full responsibility for risks associated with participation in activities through Diamond Academy. I further acknowledge that the preceding list is not inclusive of all possible risks associated with Diamond Academy participation and that said list in no way limits the operation of this Agreement.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of _____'s participation in Diamond Academy I, _____, the parent/guardian of the minor named above, agree to release and on behalf of myself and the minor named above, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE Diamond Academy, its officers, directors, volunteers, agents, council representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, the named minor, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against Diamond Academy on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Diamond Academy equipment or participation in Diamond Academy activities whether that participation is super-vised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence or gross negligence of Releasees.

In consideration of the named minor's participation in Diamond Academy I, the undersigned parent/guardian of the named minor, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the named minor's Diamond Academy participation.

I hereby certify on behalf of myself and the named minor that I have full knowledge of the nature and extent of the risks inherent in Diamond Academy participation and that I, on behalf of myself and the named minor, am voluntarily assuming said risks. I understand that I and the named minor will be solely responsible for any loss or damage, including personal injury, property damage, or death, the named minor sustains while participating in Diamond Academy and that by signing this agreement I, on behalf of myself and the named minor, HEREBY RELEASE Releasees of all liability for such loss, damage, or death. I further certify that the named minor is in good health and has no conditions or impairments which would preclude his/her safe participation in Diamond Academy programs and activities.

I hereby consent to receive medical treatment which may be deemed advisable in the event of an emergency, injury or accident during my participation in activities with Diamond Academy. I certify that I currently have medical/health insurance to cover any injuries that I/my child may sustain during participation.

Photo Release

I hereby agree to allow Diamond Academy to record and publish photos and videos (including audio) of myself and/or family members for the purpose of promoting Diamond Academy and for documenting and/or reporting events and activities. I understand photographs, video and/or audio recordings to be taken of myself and/or family members at practice, during competition, recreational play, as well as other related events. I understand

that this media may be produced and used for promotional purposes and I authorize Diamond Academy to use my/our photograph, video and/or audio recording on its Website and social media platforms, such as Facebook, X, YouTube, Instagram etc., as well as any other printed publications without further consideration, In addition, I acknowledge Diamon Academy's right to crop or treat the media at its discretion, and I also acknowledge that Diamond Academy may chose not to use my/our image at this time, but may do so as its own discretion at a later date. If I prefer to not allow the above registered participant(s) to be photographed, please email millsdiamondacademy@gmail.com to register for my request.

I understand that once I, or my family members, image(s) have been captured, that they may be posted on the Diamond Academy Website or social media platforms, the image may be downloaded by any computer user on or off. Diamond Academy also reserves the right to discontinue the use of photos without notice.

I HAVE READ THIS ACKNOWLEDGMENT OF RISK, WAIVER, RELEASE, INDEMNIFICATION & COVENANT NOT TO SUE AND PHOTOGRAPHY 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.

_____	_____	____/____/____
PARTICIPANTS NAME	AGE	BIRTDATE
_____	_____	
PARENT/GUARDIAN NAME	EMAIL	
_____	_____	
ADRESS	PHONE NUMBER	
_____	_____	_____
CITY	STATE/ZIP	SIGNATURE

FOR PARENT/GUARDIANS OF PARTICIPANT OF MINORITY AGE

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 approval of my spouse, if any) to the minor's participation in the activities through Diamond Academy an agree to the Release of Liability as provide herein and hereby make and enter into each and every representation, certification, waiver, release, assumption and indemnity described above in the Waiver, Release, Indemnification & Covenant Not to Sue and general release of liability described herein 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 Releases arising out of the minor's presence or participation in the activities through Diamond Academy. I believe and represent that I have legal authority to make these **WAIVERS AND RELEASES**, and I agree to indemnify and defend the Releasees of all liability arising of any lack of authority on my part to make such waivers and releases.

_____	_____	_____
PARENT/GUARDIAN SIGNATURE	Printed Name	Date