

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 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, and (3) illness, including exposure to and infection with viruses or bacteria. 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 supervised 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 further certify that I am of lawful age (18 years or older) and otherwise legally competent to sign this agreement, and that I have legal capacity to act as the parent/guardian of the named minor. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

Participant Name (Print Clearly) Date

Parent/Guardian Signature Parent/Guardian Name (Print Clearly)

Authorization for Use of Photographic Likeness: I agree to allow Diamond Academy to take and utilize photographic images of the registered individual/s for the purpose of promotion and publicizing of the Department programs and/or events. If I prefer to not allow the above registered participant/s to be photographed, please email millsdiamondacademy@gmail.com to register for my request.

Participant Name (Print Clearly) Date

Parent/Guardian Signature Parent/Guardian Name (Print Clearly)