



Empire Sports Performance, LLC. 849 N. Cocoa Blvd. Cocoa, FL. 32922 (321)305-5542

## Empire Sports Performance Youth Liability Waiver (POST COVID-19)

### PLEASE READ BEFORE SIGNING:

In consideration of being allowed to participate in any way at Empire Sports Performance, athletics/sports program whether involving team or individual sports and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury and/or illness from the activities involved in the program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist;
2. The risk to have direct or indirect contact with individuals who have been exposed to and/or diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies, and/or any mutation or variation thereof does exist and it is impossible to eliminate the risk that I could become infected through contact with or close proximity to an individual with a communicable disease;
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
4. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual, significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official immediately; and,
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS EMPIRE SPORTS PERFORMANCE, LLC, its officers, officials, agents and/or employees, other participants, sponsoring agencies, directors, sponsors, advertisers, and, if applicable, owners and lessors of the premises used to conduct the event (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

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

PARENT'S/GUARDIAN'S SIGNATURE REQUIRED FOR ANY ATHLETE UNDER THE AGE OF 18. By signing this form, parent or legal guardian agrees to the above statements and verifies that the player's name and date of birth is correct. Parent or legal guardian of each youth player must sign below. FOR PARENT/GUARDIAN OF PARTICIPANT OF MINORITY AGE: This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

\_\_\_\_\_  
ATHLETE'S NAME

\_\_\_\_\_  
DATE OF BIRTH

\_\_\_\_\_  
PARENT/GUARDIAN/SELF (IF OVER 18) PRINT

\_\_\_\_\_  
SIGNATURE OF PARENT/GUARDIAN/SELF