



WAIVER AND RELEASE OF LIABILITY AGREEMENT ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of **Michigan Premier LLC** (the “**Club**”) allowing the Minor(s) identified below (individually and collectively, “**Minor**”) to participate in any Club sponsored, and/or supervised events and/or activities including but not limited to camps, clinics, trainings, tryouts, practices, games, and/or tournaments (the “**Activities**”). I, for myself as the Minor’s parent/legal guardian, and on behalf of listed Minor(s) and the Minor’s other parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the “**Agreement**”).

I hereby represent that I am the parent or legal guardian of the Minor. The Minor has been examined in the past twelve months and was found to be in good health. I attest that the Minor is in good health and in proper physical condition to participate in the Activities. In the case of a perceived emergency, I give my permission to Michigan Premier LLC to seek, obtain, and approve any deemed necessary or emergency health care during the Minors involvement in all Activities. I understand that this authorization is given in advance of any specific diagnosis, treatment, or medical care being required and is to serve as specific consent to all diagnosis, treatment, or hospital care which may be deemed necessary. I hereby release Michigan Premier LLC from all liability related to injury or death resulting from any form of delayed medical attention of any kind. I am responsible for the Minor’s safety and well-being at all times and under all circumstances.

I understand and acknowledge the risks and dangers associated with the Minor’s participation in the Activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Club; and other undefined, not readily foreseeable and presently unknown risks and dangers (“**Risks**”). I understand that these Risks may be caused in whole or in part by the Minor’s own actions or inactions, the actions or inactions of others participating in the Activities, or the negligent acts or omissions of the Released Parties defined below, and on behalf of the Minor, I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Activities.

I understand that the Minor is required to be familiar with and to abide by the Rules and Regulations established for the Activities, including but not limited to the rules adopted by Club and any safety regulations established for the benefit of all participants. I accept sole responsibility for the conduct and actions of the Minor while he or she is participating in the Activities, and the condition and adequacy of the Minor’s equipment.

Adherence to the Michigan Governor’s Executive Order(s) and the CDC guidelines for COVID-19 are my sole responsibility, both personally and for the Minor. I understand and assume all potential health risks related to the Minors participation in the Activities. I assure that the Minor has not left the country, nor have they been directly exposed to anyone who has tested positive for Covid-19 in the past two weeks. The Minor is seemingly healthy and showing no signs of any symptoms that would be consistent with the Covid-19 virus.

On behalf of the Minor, I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Club, its members, Club Sponsors, Advertisers, Coaches and Officials; Venue and Property Owners or Operators upon which the Activities take place; Law Enforcement Agencies and other Public Entities providing support for the Activities; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the “**Released Parties**”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorney’s fees) of any kind or nature (“**Liability**”) which may arise out of, result from, or relate in any way to the Minor’s participation in the Activities, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, the Minor, or anyone on the Minor’s behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, the Minor’s parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Name(s) of Minor: _____

Date of Birth: _____

Name of Parent/Legal Guardian: _____

Phone: _____

Home Address: _____

City/State/Zip: _____

X _____
Signature of Parent/Legal Guardian for Minor(s)

_____/_____/_____
Date Signed