

## **Waiver and Release of Liability**

**Notice:** Before participation in this or any exercise program, individuals should consult with a physician. A legal guardian must accompany individuals under eighteen years of age, and this waiver must be signed by such guardian.

I, \_\_\_\_\_ (print participant or guardian's name), acknowledge that I have voluntarily chosen and requested to participate in the clinic, private session, workshop or event organized by Top Level Sports, LLC, having an address located at 121 Stillwater Road, Mahopac Falls, New York.

**I AM AWARE THAT PARTICIPATION IN THE CLINIC, PRIVATE SESSION, WORKSHOP, OR EVENT MAY BE HAZARDOUS. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS TYPE OF ACTIVITY, INCLUDING, BUT NOT LIMITED TO PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISABILITY, ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I ACKNOWLEDGE THAT A CERTAIN MINIMUM LEVEL OF PHYSICAL HEALTH, STRENGTH, FITNESS, AND FLEXIBILITY WILL BE REQUIRED. I REPRESENT THAT I POSSESS THE LEVEL OF HEALTH, STRENGTH, FITNESS, AND FLEXIBILITY NECESSARY TO PARTICIPATE IN THESE ACTIVITIES. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE RISKS OF INJURY. I ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL INJURIES I MAY SUSTAIN DUE TO MY PARTICIPATION IN THESE ACTIVITIES AND MY TRAVEL HERETO. MY SIGNATURE VERIFIES THAT I HAVE MY PHYSICIAN'S PRIOR APPROVAL TO PARTICIPATE IN THIS CLINIC, PRIVATE SESSION, WORKSHOP OR EVENT.**

## **Release**

In consideration for being permitted to participate in the event, clinic, workshop or private session, I agree that I, my heirs, executors, assignees, guardians, next of kin, and legal representatives will not make any claims against, sue, or attach property of Top Level Sports, LLC, for injury or damage resulting from my participation in such event, clinic, workshop, activity, or private session taking place at any location. I agree to indemnify them and hold them harmless against any and all claims, suits, actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone else on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or anyone else acting on my behalf or on behalf of my estate. I hereby irrevocably release Top Level Sports, LLC from any and all actions, causes of action, lawsuits, claims, or demands that I, my assignees, executors, heirs, guardians, next of kin and legal representatives now have or hereafter may have for any and all injury, illness, or loss of or damage to property associated with my participation in the event, class, workshop, activity, or private session, including my traveling to and from the session or event.

TOP LEVEL SPORTS WAIVER AND RELEASE

I understand that at this event, clinic, private session, workshop or class, I may be photographed. I agree to allow my photos, video or film likeness to be used on any medium, for any legitimate purpose, by Top Level Sports, LLC.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability, as well as a contract and I am signing it of my own free will. I have signed this release freely and voluntarily. I am aware and agree that it is a complete release of liability for any injuries or damages I may sustain due to event, clinic, workshops, activities, and private sessions with the parties hereto. I acknowledge that this Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible by applicable law. I acknowledge that this Agreement will be used by the person or entities being released in the clinic, training sessions, or workshop and that it will govern my actions and responsibilities in said activities.

PARTICIPANT PRINTED NAME:

PARENT/GUARDIAN PRINTED NAME:

RELATIONSHIP TO PARTICIPANT:

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_

DATE:

EMAIL ADDRESS: \_\_\_\_\_

TOP LEVEL SPORTS WAIVER AND RELEASE