

## **NOTICE TO PARTICIPANT**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF POWER STEP TACKLING ACADEMY USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR RIGHT TO RECOVER FROM POWER STEP TACKLING ACADEMY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM AND POWER STEP TACKLING ACADEMY HAS THE RIGHT TO REFUSE TO LET YOU PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

## **WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT**

In consideration of being allowed to participate on behalf of Power Step Tackling Academy and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. 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,
3. I willingly agree to comply with the stated and customary terms and conditions for participation in regards to protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Power Step Tackling Academy their officers, officials, agents, and/or employees, other

participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

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.

### **Release of Liability**

By signing this Permission Waiver Form, I expressly warrant that my child is capable of withstanding both the physical and mental demands of the activities. I also expressly assume all risks of my child participating in the activities, whether such risks are known or unknown to me and or my child at this time. I further release the Power Step Tackling Academy (PSTA) and its employees, from any claim on my account that I may have or that I may have against them as a result of injury or illness incurred during the course of participation in the activities. This release of liability is also intended to cover all claims that include members of my family or estate, heirs, representatives or assigns may have against this organization or its employees, volunteers or agents.

### **Functions and Activities**

I agree to allow my child to participate in the activity and in doing so I represent that I understand the nature of this Activity and that my child is in good health, and in proper physical condition to participate in such Activity. I acknowledge that there are certain risks associated with the activities, including, by way of example, physical injury due to activity-related accidents, and physical injury, illness or even death. In addition, I acknowledge that there may be other risks inherent in these activities of which I may not be presently aware.

### **INDEMNIFICATION AND HOLD HARMLESS**

I further agree to indemnify and hold harmless Power Step Tackling Academy and its employees, volunteers, or agents from any and all claims arising from my

child's participation in its activities and programs, or as a result of injury or illness during such activities.

### **First Aid and Emergency Medical Treatment**

I recognize that there may be occasions where my child may be in need of first aid or emergency medical treatment as a result of an accident, illness, or other health condition or injury. I do hereby give permission for agents of this organization to seek and secure any needed medical attention or treatment for your child including hospitalization, if in the agent's opinion that such need arises. In doing so, I agree to pay all fees and costs arising from this action to obtain medical treatment.

I give permission for attending physician(s) and other medical personnel to administer any needed medical treatment, including surgery and, again, I agree to pay for the medical treatment.

### **Release to Use Image and Likeness**

On occasion, the Power Step Tackling Academy or its representatives takes photographs or makes an audio or videotape recording of children and/or adults involved in activities. Such photographs or video records may be used by staff and participants to remember the activities and participants.

Local news organizations may hear of our activities or events, and our organization may invite or allow them to photograph or record our events for news reporting on special interest features. I consent to the use of any such audio or visual record of myself to be used, distributed or displayed as agents of the organization see fit. This consent includes but is not limited to: photographs, videotape and audio recordings. Furthermore, I give permission to be interviewed by the news media, or for such photographs and other audio or visual records to be used by the news media.

In addition, such photographs and audio/visual recordings may be used in publications or advertising materials to let others know about our activities. These images may also be used by Power Step Tackling Academy or its agents to produce resources for staff training, or other uses to promote Power Step Tackling Academy and the safer way to tackle to reduce injuries in football. PSTA may also make these materials available for sale to the public.

### **FUTURE PLAYING TIME AND INJURIES**

YOU AND YOUR CHILD UNDERSTAND BY ATTENDING POWER STEP TACKLING ACADEMY (PSTA), THERE IS NO GUARANTEE OF THEM BECOMING A STARTER FOR THEIR RESPECTIVE TEAM. PSTA CANNOT GUARANTEE INCREASED PLAYING TIME FOR THEIR RESPECTIVE TEAM. FURTHERMORE, AFTER ATTENDING PSTA, YOUR CHILD IS NOT GUARANTEED TO BE INJURY FREE WHILE PLAYING FOOTBALL IN ANY AND ALL FORMS NOT EXCLUDING THE FOLLOWING: PICK UP GAMES, RECESS GAMES, GYM CLASSES, AND ANY LEVEL OR VERSION OF FOOTBALL.

All Athletes, regardless of grade level are REQUIRED to wear, once issued, PSTA Game-Breaker HeadGear and PSTA Game-Breaker Undershield (not issued to all grade levels) in order to attend and participate in Power Step Tackling Academy training sessions.