

ATHLETIC FACILITIES ASSUMPTION OF RISK, WAIVER AND RELEASE

By signing this document, you are assuming certain risks and waiving certain rights, including the right to sue. Please read it carefully before signing it.

As a condition of using Windermere Prep (WPS) athletic facilities, I agree to 1) adhere to applicable rules, regulations, policies and hours of use prescribed by WPS and 2) exercise reasonable care and good judgment in using the athletic facilities.

I acknowledge that participating in an athletic activity at WPS has inherent risk of injury, including, but not limited to, those related to entering and exiting the playing surface, contact with the surface, contact with other individuals on the surface, contact with equipment, including the equipment used by others in or about the athletic facilities.

I DO HEREBY ASSUME FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES, INJURIES (INCLUDING DEATH), OR LOSSES THAT I OR MY CHILD MAY SUSTAIN OR INCUR, IF ANY, WHILE ATTENDING, PRACTICING, OR PARTICIPATING IN ANY PROGRAM, SPORT OR PHYSICAL ACTIVITY OCCURRING IN OR ABOUT THE WPS ATHLETIC FACILITIES. In consideration of myself (or my child's) participation in and the use of the WPS athletic facilities, I hereby release and covenant not to sue WPS, its owners, shareholders, directors, officers, employees, representatives, agents, The Athlete Maker LLC, Micah Kurtz, John Pacheco, Vincent Martins and lessees from any and all claims resulting from any physical injury that may occur to myself (or my child) while participating in any program or event in or about the Windermere Prep athletic facilities, EVEN THOSE CAUSED BY THE NEGLIGENCE OF WPS OR ITS REPRESENTATIVES.

I am fully aware and understand that WPS does not have on or about the WPS athletic facilities any medical personal or services for the provision of ordinary or emergency medical care

I HAVE READ AND FULLY UNDERSTAND THE ABOVE ASSUMPTION OF RISK, WAIVER AND RELEASE AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE VOLUNTARILY.

Liability

You agree that a student attends the programme and/or the School at their own risk and that the School, its affiliates, staff and representatives are not liable in respect of any loss, damage or injury to persons or property, without limitation and howsoever caused, which may occur whilst attending the programme and/or the School or participating in related activities (organised by the School and/or a third party). Such exclusions shall not apply to the extent such liability cannot be excluded by applicable law.

Please note, where a participant's place or attendance on the programme is terminated due to a breach of these terms and conditions by you or the participant, no refund shall be due or payable by the School or any of its affiliates.

Insurance

You acknowledge and agree that all students are expected to have their own comprehensive travel and health insurance covering their travel to, and participation in, the programme and any related activities.

"By clicking on this box, you are agreeing to the terms and conditions detailed above"

Medical Information and Liabilities section to be included:

1. I/We agree that (i) all medical information disclosed to the School is true and correct, and (ii) a timely update of all changes to medical and contact information will be provided to the School.
2. I/We consent to the processing of medical data relating to the participant.
3. Infection Disease Control Measures: I/We acknowledge and agree that the School may take such precautions and changes to the programme / camp as it deems necessary to maintain a safe environment in response to any risk of infectious disease (such as COVID19-type illnesses), including but not limited to those based upon [CDC/local health authority] guidelines.
4. I/We authorize the School and its designated medical care providers to supply medical care as needed for the participant, including but not limited to administration of allergy medications (such as Epi-Pens or diphenhydramine), bandages, over-the-counter medications, first-aid items or techniques.
5. If, in the opinion of a properly licensed and practicing physician, the participant needs medical or surgical services which require parental authorization or consent, I/We hereby authorize, appoint, and empower the School to act as my/our agent to furnish on my/our behalf such oral or written authorization as may be so required.
6. I/We release and agree to hold the School harmless and indemnify the School, its officers, its employees, and its agents from any liability or injury related to the School's Infection Disease Control Measures and/or which may arise from matters connected with the provision of medical care, whether performed by the School, its officers, its employees, or its agents, or by any other health-care provider.
7. I/We accept that the School, its officers, its employees, and its agents do not accept any liability as a result of or in connection with or arising in any way from the implementation of the School's Infection Disease Control Measures and/or the provision of such or any medical caregiver, whether performed by or on behalf of the School, its officers, its employees, or its agents, or by any other health-care provider.

"By clicking on this box, you are agreeing to the terms and conditions detailed above"

Printed Name: _____

Signature: _____

Date: _____

Signature of Mother or legal guardian(s) if under the age of 18.

Printed Name: _____

Signature: _____

Date: _____

Signature of Father or legal guardian(s) if under the age of 18.

Printed Name: _____

Signature: _____

Date: _____