



# EMH Sports U.S.A.

## Athletic Participation Form 2011-2012

PE Loc./Day/Time: \_\_\_\_\_

Participant's Name: \_\_\_\_\_ Grade: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Email: \_\_\_\_\_ School: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work/Cell \_\_\_\_\_

**1. EMH Sports USA** (hereafter EMH Sports) is committed to conducting athletic programs and activities in the safest manner possible and holds the safety of participants in the highest regard.

**2. I hereby waive, release and discharge** for my child, myself, my heirs, legal representatives, next of kin, executors, administrators, assignees, and successors in interest (collectively referred to as "Successors") **any and all rights and claims for damages**, injuries (including death), expenses or costs of any kind (collectively referred to as "Claims") which I have now or may acquire in the future that are directly or indirectly related to my participation in the Activities, **against EMH Sports** and its agents, officials, employees, volunteers and contractors, (collectively referred to as the "Released Parties"). The waived, released and discharged Claims include claims arising from the Released Parties' own active or passive negligence.

**3. I acknowledge that** the Activities are recreational, that my child is not required to participate in them, but that I want to participate and do so voluntarily.

**4. I hereby agree to indemnify the Released Parties** from any and all liability for all damages including personal injury, death, disability, property damage or other loss, to any third party resulting from or related to my participation in the Activities.

**5. Medical Condition** please detail information we should be made aware, if none, **please write "none" and initial**

**6. I agree for myself and Successors** that the above **representations are contractually binding** and are not mere recitals, and that if I or my Successors assert a claim in contravention of this Agreement, the asserting party shall be liable for all expenses (including attorneys' fees and court costs) incurred by the other party or parties to defend that claim, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This Agreement may not be modified orally. Waiver of any provision shall not be construed as a waiver or modification of any other provision of this agreement. Every term and provision of this Agreement is severable. If one or more provision is found to be unenforceable or invalid, the remaining terms and provisions shall remain binding and enforceable.

**7. I authorize EMH Sports or its contractor, to provide such medical treatment** to the Participant listed below as may be deemed necessary or appropriate if my child is injured while participating in any of the Activities. And agree that I will be responsible for payment of any and all medical services rendered.

**8. I hereby grant full permission for the free use of** name and/or any photographs, videotapes, motion pictures, recordings and/or any other record taken during our events for any legitimate purpose.

**The undersigned has read, understands and voluntarily signs this release agreement.**

### CONSENT AND RELEASE OF PARENT OR GUARDIAN

I have read and understand this entire Agreement and its terms. I understand that by signing this Agreement, I assume all risks and waive and release certain rights that the Participant and his or her heirs, next of kin, family, relatives, guardians, executors, administrators, trustees and assigns may have against EMH Sports, its agents, instructors, contractors, officials, volunteers, employees. As the parent or guardian of the above named minor, I hereby give permission for my child or ward to participate in the Activities. I further agree, individually and on behalf of my child or ward, to all of the terms stated above.

\_\_\_\_\_  
**Signature of Parent or Guardian**

\_\_\_\_\_  
**Date**

mail to:

EMH Sports USA

P.O. Box 892491

Temecula, CA 92589