

2020 Shannon Pohl Badminton Academy

Player's Name: _____ Cell Phone: _____

Date of Birth: _____ Age: _____ School: _____

Mother's Name
(if under 18): _____ Cell Phone: _____

Father's Name
(if under 18): _____ Cell Phone: _____

Emergency Contact
(if over 18): _____ Cell Phone: _____

Health Conditions/
Allergies: _____ Current Medications: _____

Address: _____ City: _____

State: _____ Zip: _____ Home Phone: _____

Parent Email
(if under 18): _____ Player Email: _____

Group Class Private Lessons Open Gym Group Class Level:
(if applicable)

Shannon Pohl Badminton Academy Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement")

This Agreement is being entered into in consideration of my participation in The Shannon Pohl Badminton Academy ("Activity/Program") and hereby represent that I understand the nature of this Activity/Program and that I am qualified, in good health, and in proper physical condition to participate in such Activity/Program. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity/Program. I fully understand that this Activity/Program involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, Activity/Program, the conditions in which the event, Activity/Program takes place, or the negligence of the "releases" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity/Program.

I hereby release, discharge, and covenant not to sue The Shannon Pohl Badminton Academy, Adversity Volleyball Center, Shannon Pohl Mitchell, its respective administrators, directors, agents, officers, volunteers, coaches, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity/Program takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and in the future agree that if, despite this release, waiver of liability, and assumption of risk, I, or anyone on my behalf, make a claim against any of the Releasees, I will indemnify, save, and hold harmless, each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim. Permission is also given to use my child's photo or endorsement for promotion.

The parties agree that the substantive laws of the State of Illinois shall govern all matters concerning the validity, performance, administration, and interpretation of this Agreement. The parties further agree that any judicial proceeding brought against The Shannon Pohl Badminton Academy on account of any dispute arising out of the Agreement, or any matter related hereto, shall be brought in the courts of the State of Illinois or federal courts sitting in the State of Illinois. If any term, part, or provision of this Agreement is declared illegal or invalid by a court or general jurisdiction or is superseded by a specific law or regulation, such law or regulation shall control to the extent of such conflict without affecting the remaining provisions of this Agreement and the rights and obligations of the parties.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect for a period of one (1) year from the date hereof.

Printed name of Participant _____ Signature of Participant _____

Date: _____

PARENTAL CONSENT

AND I, the parent and/or legal guardian of _____, the Participant, who is minor under 18 years of age ("Minor"), understand the nature of the above referenced Activities/Program and the Minor's experience and capabilities and believe the Minor to be qualified to participate in such Activity/Program and hereby agree to all foregoing terms and conditions of this Agreement, I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the Minor's account caused or alleged to have been caused in whole or in part as a result of the Minor's participation in the Activity/Program or by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite the release, I, the Minor or anyone in the Minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY <SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost and Releasee may incur as the result of any such claim.

Printed name of Parent _____ Signature of Parent _____

Date: _____



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Email: Ryan.Berry@usabadminton.org Web: www.usabadminton.org
Phone: 714-765-2952

WAIVER AND RELEASE OF LIABILITY

Note: This form must be read and signed before the participant is permitted to take part in event sessions. By signing this agreement, the participant affirms having read it.

In consideration of my involvement at the _Shannon Pohl Badminton Academy_ under the auspices of USA Badminton and the Shannon Pohl Badminton Academy, I acknowledge, appreciate, and agree that:

1. I risk bodily injury, including paralysis, dismemberment, disability, and death, and while particular rules of the sport, equipment, and discipline may reduce this risk, this risk of injury does exist, as well as the risk of damage to or loss of property.
2. I knowingly and freely assume all such risk; both known and unknown, even if arising from the negligence of the releases of others;
3. I willingly agree to comply with the state and customary terms and conditions for participation. If, however, I observe any unusual or unnecessary hazard during my presence or participation or if I observe any concern in my readiness for participation, I will immediately bring such to the attention of the nearest official and refrain from participation; and
- 3a. I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, hold harmless and promise not to sue USA Badminton, the committee, their sponsors, their officers, volunteers, staff, sponsors and/or agents, ("releasees") with respect to any and all injury and loss arising from my participation, whether caused by the negligence of the releasees, the condition of the premises or otherwise, except that which is the result of gross negligence or wanton misconduct, to the fullest extent permitted by law.
4. I agree to be bound by the rules and regulations of the Badminton World Federation and those of USA Badminton and I hereby stipulate that I am eligible to play in the events for which I am applying and that I understand that the above mentioned make no representation or warranty with respect to the condition of the premises or the operation of the event.
5. I hereby grant to USA Badminton, it's licensees and contractees including photographers, television and motion picture rights including to film or videotape me during matches, narratives, personal interviews, or comment thereon for any and all commercial, news or other purposes together with the right to transfer or grant their rights to others, all without remuneration or compensation to me whatsoever.

I have read this Release of Liability and Waiver Agreement, fully and understand the terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. And I further acknowledge by their presence that I am aware that DRUG TESTING may occur at this event.

Participant's Signature _____ Membership Number _____ 5254 _____

Participants Name (Printed) _____ Date _____

For Participants of Minority Age

This is to certify that I/We as parent(s)/ guardian(s) with legal responsibility for this participant, do consent and agree not only to his/her release, but also for myself, ourselves and my/our child involvement as stated above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent(s)'s/ Guardian(s)'s Signature(s) _____ Date _____

Participants Name (Printed) _____ Membership Number _____