

Participation and Release Agreement

Participant Name _____ (hereinafter the "Participant")

I/we (Parent/Guardian of Participant and Participant) hereby agree to the following terms and conditions of Participant's participating in the selected skill sessions/Session/Camp provided by Triple F Training, LLC (hereinafter "Triple F").

1. Medical Condition & Authorization. I certify that Participant is physically able to participate in the selected Triple F Session/Camp (the "Session/Camp") and that I know of no restrictions, physical impairments, conditions, or any other facts, which in any manner limit Participant's participation in such Session/Camp. I also understand that Triple F will administer no physical examinations prior to or during the Session/Camp and that Triple F will rely solely upon the information shown on this form and/or otherwise provided in writing in advance to Triple F. I hereby give permission for Participant to receive emergency medical treatment and hospitalization if necessary. I hereby authorize all directors, coaches, staff, associates, and any agents, employees or independent contractors of Triple F to act on my behalf according to their best judgment in any emergency requiring medical treatment and hospitalization, if necessary.

2. Financial Responsibility & Insurance. I will be financially responsible for any medical attention needed of the Participant during the Session/Camp or resulting from an injury received at Session/Camp. I represent that I have provided and maintain adequate health and medical insurance coverage for Participant covering any and all activities and any medical treatment related in any manner to Participant's participation in the Session/Camp. My medical insurance shall be the primary insurance coverage for any medical treatment. I also understand and agree that Triple F shall not assume, or be responsible or liable for expense, medical treatment, or compensation for any injury that Participant suffers during Session/Camp participation or any related activities.

3. Compliance with Session/Session/Camp Rules. Participant understands and agrees to comply with all Session/Session/Camp rules, policies, instructions, conditions and requirements for participation, whether stated or unstated, whether written or unwritten (hereinafter the "Session/Camp Rules"). I/we agree that if any Triple F official or instructor observes any unusual or significant concern in Participant's readiness for participation in the Session/Camp or participant's failure or unwillingness to comply with the Session/Camp Rules, Triple F may, at its sole discretion, remove Participant from the participation in the Session/Camp immediately. Removal of the Participant from the Session/Camp, at any time during the Session/Camp, will not entitle Participant to any refund. Also, I/we hereby release and forever discharge Triple F from any and all claims, demands, and causes of action for any damages for personal injury or property damage (including attorneys' fees and costs), arising from or related to any acts, actions, or failures to act by Participant or Participant's disregard or failure to follow the Session/Camp Rules.

4. Assumption of Risk of Session/Session/Camp Activities. I understand the risk of injury to Participant from participation in the activities involved in the Session/Session/Camp is significant, including the potential for permanent disability and death. The term "Session/Camp Activities" includes but is not limited to: activities on and off the Session/Camp facility, field and/or site, and includes activities before, during and after field instruction, beginning from Participant's arrival to the Session/Camp facility, field and/or site up and through the conclusion of the Session/Camp. While the particular Session/Camp rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist. I/WE (PARENT/GUARDIAN AND PARTICIPANT) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS OF INJURY OR HARM, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF TRIPLE F, AND/OR ITS COACHES, STAFF, SESSION/SESSION/CAMP MANAGEMENT, DIRECTORS, AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS AND I/WE ASSUME FULL RESPONSIBILITY FOR PARTICIPATION IN SESSION/CAMP BY PARTICIPANT.

5. RELEASE, INDEMNIFY & HOLD HARMLESS. I/WE FOR MYSELF AND ON BEHALF OF PARTICIPANT HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS TRIPLE F, and its coaches, staff, Session/Camp management, agents, employees, independent contractors, directors, sponsors, representatives, volunteers and if applicable, the owners and lessors of the premises used to conduct the Session/Camp (collectively the "Releases") with respect to ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION FOR INJURY, DISABILITY, DEATH OR LOSS OR DAMAGE TO PERSON OR PROPERTY INCIDENT TO PARTICIPANT'S INVOLVEMENT OR PARTICIPATION IN ANY AND ALL SESSION/CAMP ACTIVITIES WHETHER ARISING FROM THE NEGLIGENCE OF RELEASES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

6. Cancellation & Refund Policy: If for any reason a player is unable to attend a Session/Camp they have registered and paid for, Triple F will provide a voucher for the amount paid that can be used toward a future Session/Camp. Triple F must receive notice no later than forty-eight (48) hours prior to the Session/Camp to receive a voucher. In the event the Session/Camp is postponed due to weather, force majeure, or a change schedule for any reason, each Session/Camper's registration will automatically be transferred to the next available Session/Camp date. If the Session/Camper has a conflict with the next Session/Camp date, Triple F will provide a voucher for the amount paid that be used toward a future Session/Camp. A voucher is good for one year from date of original Session/Camp. If any future Session/Camp is ended early due to weather, Session/Campers will be allowed a make-up date or voucher if less than 50% of the Session/Camp's scheduled time has been completed. If more than 50% of the Session/Camp's scheduled time has been completed, then no refunds will be issued.

7. Publicity. I understand and agree that Triple F and sponsoring companies retain the right to use, for publicity and advertising, photographs of Participant taken at the Session/Camp, as well as Participant's contact information in the Session/Camp database.

8. LIMITATION OF LIABILITY: I AGREE THAT THE TOTAL LIABILITY OF TRIPLE F, its affiliates and respective directors, officers, employees, agents, employees, and independent contractors with respect to the Session/Camp and services performed or to be performed by Triple F SHALL NOT EXCEED 100% OF THE COMPENSATION RECEIVED BY TRIPLE F RELATED TO PARTICIPANT'S PARTICIPATION IN THE SESSION/CAMP,. THE PARTIES AGREE AND ACKNOWLEDGE THIS SECTION OF THE AGREEMENT IS A MATERIAL PART OF THE CONSIDERATION FOR THE AGREEMENT.

9. Severability. In the event that any provision of the terms and conditions of this Agreement, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful or unenforceable, the remainder of such terms and conditions shall continue to be valid and enforceable to the fullest extent permitted by law.

10. Governing Law & Jurisdiction. This Agreement is governed by the laws of the State of Tennessee. I/we agree that any action brought under these Terms and Conditions shall be brought exclusively in the federal or state courts serving Knox County, Tennessee. In the event either party commences an action under this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney's fees and costs.

By signing this document, I understand that I have forever waived my and Participant's right to maintain any action against the Releases on the basis of any claim, demand, or cause of action which I have released herein and that I have fully assumed all risk of damage, loss, personal injury, disability, or death to Participant in any way related to Participant's participation in the Session/Camp.

(Parent or Guardian's Printed Name)

By: _____
(Signature of Parent/Guardian of Participant)

Date: _____