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**Sports**

**WAIVER AND RELEASE OF LIABILITY AGREEMENT**

# DISCLAIMER

By participating in any events planned and controlled by NSi Sports, LLC., you agree to be bound by all terms contained with this waiver and release agreement

(hereinafter “Agreement”) NSi Sports, LLC., reserves the right to exclude anyone from participating should they choose not to accept this Agreement. For purposes of this Agreement, the term “NSi Sports, LLC.” includes all employees, volunteers, representatives, servants, assigns, successors, partners, affiliates, donors, sponsors, insurers and subsidiaries of NSi Sports, LLC.

Initials:

# EXPRESS ASSUMPTION OF RISK & CODE OF CONDUCT

The undersigned assumes all risks of injury, illness, damage or loss when participating at events planned and controlled by NSi Sports, LLC. The undersigned hereby agrees that he/she is voluntarily participating in NSi Sports, LLC.’s event at his/ her own risk and acknowledges that injury may result from same. The undersigned agrees to use care and good judgment and must obey all rules and regulations of NSi Sports, LLC. The undersigned agrees to comply with all requests made by agents, volunteers and officials of NSi Sports, LLC. The undersigned must obey all laws

of the State of Florida. NSi Sports, LLC., reserves the right to eject any participant who does not comply with the terms of this section. Ejected participants will not be entitled to a refund or any further recourse.

Initials:

# WAIVER & RELEASE OF LIABILITY

Events planned and controlled by NSi Sports, LLC., are provided with no special warranty either express or implied, and NSi Sports, LLC., expressly disclaims warranties of any kind related to same. The undersigned agrees that the quality of the event planned and controlled by NSi Sports, LLC., is being provided“as-is” without promises of specific performance of any kind by NSi Sports, LLC. Refunds

for any reason whatsoever will be at the soul discretion of NSi Sports, LLC., in consideration for being allowed to participate in the event and/or activities planned and controlled by NSi Sports, LLC., the undersigned agrees that NSi Sports, LLC., shall not be held liable for any loss, theft, damage, or injury to property or persons, including death, whether arising in contract, equity, negligence, including negligence on the part of NSi Sports, LLC., personal injury, property damage, intentional tort, premises liability, breach of express or implied warranty, or any and all recognized theories of recovery recognized under common law in Florida, or otherwise, that is in any way connected to NSi Sports, LLC’s event.

Initials: \_\_\_\_\_

# INDEMNITY & HOLD HARMLESS AGREEMENT

It is further agreed and understood that the undersigned will protect, indemnify and save harmless NSi Sports, LLC., from any and all claims or demands made by any person, firm or corporation, including, but not limited to: brought by any and all third parties that is in any way connected to the operation or use of the premises at the Land O’ Lakes Recreational Center beginning Feb 5, 12, 19, & 26th of 2021 and/or equipment provided by NSi Sports., in relation to same.

Initials:

# MEDIA POLICY

The undersigned gives NSi Sports, LLC., authorization to use and post any photographs, videotapes, recordings or any other record of our events, including full names of any participants before, during, or after the event for promotional use, reporting to the media, and to publish on our website or blog. The undersigned agrees to wave entitlement to any compensation for NSi Sports, LLC’s, use of undersigned’s name or image.

Initials:

**ACKNOWLEDGEMENT OF WAIVER AND RELEASE AGREEMENT**

The undersigned affirms that he/she has had sufficient time to review the Agreement and to ask any questions associated with said Agreement. The undersigned further affirms that he/she has carefully read or have been read the foregoing Agreement, knows and understands the contents thereof, and has signed this agreement of his/her own free act. The undersigned further warrants that he/she is fully aware that signing this Agreement waives any right he/she may have to bring a legal action or claim against NSi Sports, LLC., for any reason in connection with the event. The undersigned has the right and opportunity to consult with an attorney prior to signing this Agreement and affirms that NSi Sports., has not presented he/she from doing so.

Initials:

# Participant Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Guardian/Parent of Participant Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_

**Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Covid Release**

**Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

(Read Carefully Before Signing)

The novel coronavirus, Coronavirus/COVID-19, has been declared a worldwide pandemic by the World Health Organization. Coronavirus/COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Federal authorities and the State of Florida recommend social distancing to prevent the spread of Coronavirus/ COVID -19. Contracting Coronavirus/COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Pasco County Parks and Recreation Department and NSi Sports staff undertake every effort to keep our facilities clean and disinfected and have created new protocols and preventative measures to reduce the spread of Coronavirus/COVID-19; however as with any public facility, we cannot guarantee that you or your minor child(ren) will be 100% safe from airborne illnesses such as Coronavirus/COVID-19 or colds and flu while using Pasco County Parks and Recreation facilities or participating in this NSi Sports, LLC program.

**By signing this agreement** I acknowledge the contagious nature of Coronavirus/COVID-19 and voluntarily assume the risk that my minor child(ren) and I may be exposed to, or infected by COVID-19 while using Pasco County Parks and Recreation facilities or participating in this NSi Sports, LLC program, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by Coronavirus/COVID-19 at or while using Pasco County Parks and Recreation facilities, or participating in this NSi Sports LLC program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Pasco County Park and Recreation employees, NSi Sports LLC event volunteers, program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my minor child(ren) or myself including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my minor child(ren) may experience or incur in connection with use of Pasco County Park and Recreation facilities, and/or while participating in this NSi Sports, LLC program. On my behalf, and on behalf of my minor child(ren)s, I hereby release, covenant not to sue, discharge, and hold harmless Pasco County Parks and Recreation and NSi Sports, LLC, its officers, employees, agents, and representatives, of and from any and all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Pasco County Parks and Recreation and NSi Sports LLC, its officers, employees, agents, and representatives, whether a Coronavirus/COVID-19 infection occurs before, during, or after participation in any the Pasco County Parks and Recreation and NSi Sports program or the use of its facilities. Nothing herein shall be construed to waive or alter the sovereign immunity or the limits, rights, or requirements of Section 768.28, Florida Statutes.

By signing my name below I certify that: (1) I am the Parent/Guardian of the Child participant(s) listed on this Registration Agreement or I am an adult participant over 18 years of age; (2) I have fully read and understand the above terms and conditions and they apply to Child participant(s) or myself; (3) I understand that I am waiving important legal rights to recover damages for injury and/or property damage; (4) I agree I have been encouraged to seek the advice of my own attorney prior to signing this agreement; (5) I have read and voluntarily signed this agreement; and (6) no oral representations, statements or inducements apart from the foregoing written agreement have been made.

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A

POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CITY 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 CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM Pasco County Parks and Recreation and NSi Sports, LLC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD 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 Pasco County Parks and Recreation and NSi Sports, LLC REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

**Activity Title** \_

**Participant's Name \_**

**SIGNATURE OF ADULT PARTICIPANT OR PARENT/GUARDIAN FOR MINOR CHILD**

**PRINT NAME DATE**

**Parent's cell number** \_