

TUFF START, INC.  
**Release Waiver of Liability & Indemnity Agreement**

IN CONSIDERATION of being permitted to participate in the activities known as the **TUFF Start After School Enrichment Program**. I the undersigned, on behalf of myself, my participant child and my personal representatives, heirs and next of kin, hereby:

1. Agree that prior to participating, I will inspect the facilities and equipment to be used, and if I believe anything is unsafe, I will immediately advise an official of such condition(s) and refuse to participate until such condition(s) is corrected;
2. Acknowledge and fully understand that I or my participant child will be engaging in activities that could involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from my own or my participant child's actions, inactions or negligence, but from the actions, inactions or negligence of others, the rules of play of the Event, the condition of the premises or of any equipment used and that there may be other risks not known to me or not reasonable foreseeable at this time, and assume all the foregoing risk and accept personal responsibility for any and all damages in connection with such injury, permanent disability or death;
3. RELEASE, AGREE NOT TO SUE, INDEMNIFY AND HOLD HARMLESS, TUFF Training (for profit organization), TUFF Start (non-profit organization), Coral Springs High School, Broward County Public Schools, Board Members, Event staff, coaches, referees, agents, sponsors, advertisers, owners and / or lessors of the Event premises, including affiliates and subsidiaries of all the foregoing and the officers, directors, employees, volunteers, sub-contractors and agents of all of the foregoing (collectively, the "Releasees") FROM ALL PRESENT AND FUTURE CLAIMS THAT MAY BE MADE BY ME, ALL MEMBERS OF MY FAMILY, ESTATE, EXECUTOR, ADMINISTRATOR, HEIRS OR ASSIGNS, FOR PROPERTY DAMAGE, PERSONAL INJURY OR WRONGFUL DEATH, WHEREVER, WHENEVER OR HOWEVER THE SAME MAY OCCUR AS A RESULT OF MY PARTICIPATION IN AND/OR OBSERVATION OF THE EVENT;
4. I UNDERSTAND AND AGREE THAT THE RELEASEES ARE NOT RESPONSIBLE FOR ANY DEATH, INJURY OR PROPERTY DAMAGE ARISING OUT OF MY PARTICIPATION AND /OR OBSERVATION OF THE EVENT AND MY PARTICIPANT CHILD'S PARTICIPATION IN AND/OR OBSERVATION OF THE EVENT, EVEN IF CAUSED BY THEIR OWN NEGLIGENCE;
5. I grant full permission to the Releasees with no obligation to compensate me to use my and/or my participant child's name, voice, statements, image, likeness, and/or actions, in addition to any photographs, videotapes, motion pictures, recordings, and/or other record of my and/or my participant child's performance(s) in the Event in perpetuity worldwide in any manner and in any and all media, whether now known or hereafter devised (the "Materials"), and represent that I have the right to grant such permission;
6. I UNDERSTAND THAT THIS DOCUMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY LAWS OF THE STATE OF ILLINOIS AND AGREE THAT IF ANY PROTION OF THIS AGREEMENT IS INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

I HAVE READ AND VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY AND INDEMINITY AGREEMENT, understand the terms of the above statement, will comply with the terms of the hereof and acknowledge that I am giving up legal rights. **If not signed by a parent, guardian or representative below, I represent that I am eighteen (18) years of age or older.**