Sport Testing Minor Waiver

Minor Waiver/Release RELEASE OF LIABILITY FOR MINOR PARTICIPANTS **READ BEFORE SIGNING**

IN CONSIDERATION OF ______, my child/ward, ___/_/ ___/ M_F Gender

being allowed to participate in any way in the Sport Testing performance testing activities and related events (the "Assessment"), the undersigned acknowledges, appreciates, and agrees that:

- 1. Sport Testing Inc., its employees, contractors or agents (collectively referred to as the "Assessment Specialists") will take commercially reasonable efforts to assure my child's/ward's safety while participating in the Assessment. I understand that there may be unavoidable risks of physical injury or resulting damage, known and unknown, associated with any exercise performed at high intensity (including permanent disability and death). I understand that these risks of injury and/or damage may also be caused by third parties, circumstances or events over which the Assessment Specialists may not be responsible for, have control over or could reasonably foresee; and,
- 2. I acknowledge and agree that my child's/ward's participation in the Assessment is completely voluntary and made with full knowledge of the inherent risks of injury and/or damage that may occur during the Assessment; and,
- 3. I represent that I do not know of any medical condition, symptom or any other reason that would prevent my child/ward from undertaking the Assessment or increase my child's/ward's risk beyond those inherent in participating in any high intensity sport. I understand that some of the tests included in the Assessment will be performed at maximal intensity. If I observe any unusual significant concern in my child/ward's readiness for participation and/or in the program itself, I will remove my child/ward from the participation and bring such attention of the nearest official immediately; and,
- I FOR MYSELF, SPOUSE, AND CHILD/WARD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child/ward's participation; and,
- 5. I willingly agree to comply with the program's stated and customary terms and conditions for participation; and,
- 6. I understand that the Assessment Specialist reserves the right to decline to accept or continue the Assessment at any time should my child's/ward's actions or general behavior, in their sole discretion is determined to impede, obstruct, or present a risk of harm to my child/ward or others affiliated with the Assessment in any way; and,
- 7. I for myself, my spouse, my child/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Sport Testing Inc., its Assessment Specialists, directors, officiens, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to my child/ward's involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
- 8. I understand that Sport Testing will be recording my child's/ward's performance testing results on its database and making those results I understand that Sport Testing will be recording my child's/ward's performance testing results on its database and making those results available through its website(s), data analysis, research, reporting and other services. I fully understand and authorize Sport Testing to create a password protected personal profile for me with my personal information as provided. I fully understand and agree that my child's/ward's information will be accessible to myself, my child/ward, if 13 years or older, Sport Testing, its staff, Assessment Specialists and with the organizations, teams, coaches and trainers with whom my child/ward is affiliated with on my child's/ward's Sport Testing account. I confirm that I am solely responsible for reviewing these designations on my child's/ward's Sport Testing account. I further understand that my child's/ward's performance testing scores will be utilized for statistical calculations and may be shared by Sport Testing with other third parties without my prior approval, subject only to Sport Testing removing any personally identifiable information before doing so, unless authorized to do so by my Sport Testing account settings granting permission to share personally identifiable information.
- 9.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

(PARENT/GUARDIAN SIGNATURE)

(PRINT NAME)

(DATE SIGNED)

(PARENT EMAIL ADDRESS - PLEASE PRINT CLEARLY)

(Date of Birth yyyy-mm-dd)

*= sport*testing