



**Waiver and Release:**

I acknowledge that any MSA sporting event is an extreme test of a person’s physical and mental limits and that my participation in a MSA programs can cause potential death, serious injury, or property damage. With a full understanding of the potential risks, I HEREBY ASSUME AND, IF APPLICABLE, ASSUME ON BEHALF OF THE MINOR CHILD(REN) IDENTIFIED BELOW, THE RISKS OF PARTICIPATING IN MSA ACTIVITY TRAINING EVENTS THROUGH MICHIGAN SPORTS ACADEMIES (“MSA”) AND/OR AT ANY MSA LOCATION; MSA FIELDHOUSE, MSA WOODLAND, or MSA SPORTS SPOT. I understand that participation in such activity is inherently dangerous, and such risks cannot be eliminated without jeopardizing the essential qualities of the activity, which I further agree is for recreational purposes and completely voluntary. I hereby take the following action for myself, my respective heirs, assigns and legal representatives, successors and assigns: a) I WAIVE, RELEASE, AND FOREVER DISCHARGE from any and all claims or liabilities for death or personal injury or damages of any kind, EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE AND/OR WANTON MISCONDUCT OF MSA AND/OR THE FACILITY, and all of its affiliated organizations, owners, officers, agents, and employees, which arise out of or relate to my participation in any MSA activity; b) I AGREE NOT TO SUE any of the persons or entities affiliated with MSA for any of the claims or liabilities that I have waived, released or discharged herein related to or arising from my or my child’s participation in MSA activities, premises, or equipment; and c) I INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned above from any claims made or liabilities assessed against them as a result of my actions.

**Acknowledgement:**

In consideration of the rights and privileges granted to me by signing this membership form, I certify that:

1. I have read and completed all sections of this membership application;
2. I have read and understand the MSA Rules, Policies, and Waiver and Release of Liability;
3. I understand that the Rules, Policies, and Waiver and Release of Liability apply to my and/or my child(ren)’s conduct in all activities or events sanctioned or sponsored by the MSA in which I or my child(ren) participate;
4. I am at least eighteen (18) years old;
5. I agree and consent to abide by the MSA Rules, Policies and Waiver and Release of Liability set forth herein; I understand that, if I or my child(ren) violate the MSA Rules and Policies, I might be subject to disciplinary action in accordance with MSA Disciplinary Policies; I will not participate in and will report any and all instances of any sort of harassment, exploitation, and or intimidation.  
I will work to maintain an atmosphere of physical and emotional safety for everyone associated with MSA;
6. I agree to maintain the confidentiality of all participants, coaches, and management about whom I have personal and identifying information; and
7. I agree that, in the event that any claim released herein is brought by, or asserted on behalf of, me or my child(ren) I shall immediately defend, indemnify and hold harmless MSA and MSA agents and employees from any loss or liability, including reasonable attorneys’ fees.

**Applicant’s Signature (regardless of age):** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

If applicant is under 18 years of age, a parent or guardian must execute, in addition to the foregoing Waiver and Release, the following, for and on behalf of the minor. The undersigned parent and natural guardian or legal guardian of the applicant ( \_\_\_\_\_ [minor’s name]) executes the foregoing Waiver and Release for and on behalf of the minor named herein. I hereby bind myself, the minor and all other assigns to the terms of the Waiver and Release. I represent that I have legal capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities named in the Waiver and Release for any claims or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the Waiver and Release. I have also read and understand the MSA Rules and have reviewed the Rules with my child regarding the stipulated conditions and their ramification. I fully consent to my child’s participation in MSA programs.

**Printed Name:** \_\_\_\_\_ **Parent/Guardian’s Signature:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_



## Release and Authorization for Use of Personal Image

1. I hereby authorize MSA and its employees, agents and affiliates an unlimited right to make, take, use, create, re-create, modify, record, transmit, preserve, produce or reproduce and publish, exhibit, televise, display or otherwise make available to others, images or likenesses of my face, body and/or voice of me and/or my children or any children in my care by any means including without limitation photograph, video, digital imagery, or other media not yet named or developed in any MSA related book, magazine, journal, publication, exhibit, newspaper, website, poster, ad, television spot, billboard or other communications format.

2. I understand that MSA's rights and respect to this Release and Authorization will continue in perpetuity.

3. I understand that I may refuse to sign this document and decline participation in MSA events.

4. I understand that I have the right to revoke the authorization portion of this document if the revocation is in writing and submitted to Michigan Sports Academies Executive Director, 5449 28th Street Court, Grand Rapids, MI 49546 except if MSA has taken action in reliance upon this authorization.

I acknowledge that I have read and understand this release and Authorization Document.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Childs Name: \_\_\_\_\_