

**GRANDE SPORTS ACADEMY
Registration Form:**

Player's Info:

First Name: _____ Last Name: _____

Date of Birth: _____

Address: _____ City: _____

State: _____ Zip: _____

Home Phone: _____

Club/Team: _____ Playing Position: _____

Parent/Guardian Cell # _____

Email: _____

In Case of Emergency, contact first: _____

**Please send completed forms to Miha Kline at mkline@grandesports.com by Thursday, June 5th.
Players cannot participate in the tryouts without the signed forms.**

GRANDE SPORTS ACADEMY

Indemnification, Release, Waiver of Liability and Assumption of Risk Agreement

Name of Participant: _____ Date: _____

In consideration of being allowed to participate in the Grande Sports Academy, and related events and activities the undersigned:

1. Acknowledges and fully understands that each participant will be engaging in physical activity that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions or negligence or from the use of equipment provided or supplied including, but not limited to: falls, contact with other participants, the effects of the weather, conditions of the premises, physical exertion, and the negligence of others. Further, that there may be other risks not known to us, or not reasonably foreseeable, such as disability or death.

2. Acknowledges and fully understands that the Participant may be exposed to contagious and potentially harmful or deadly disease.

3. Acknowledges and fully understands that Participant may be exposed to risks while traveling, attending events with large crowds, or related to receipt of any medical treatment

4. Acknowledged and fully understands that Grande Sports Academy has rules and standards of conduct that are set forth in the Grande Sports Academy Student Handbook and agrees to abide by those rules and standards.

5. Having read this Agreement and knowing these facts and in consideration of acceptance of Participant's application to participate in a program at Grande Sports Academy, Participant for myself, representatives, and anyone entitled to act on my behalf or on behalf of my estate, release, waive, discharge and covenant not to sue or bring any action against Francisco Grande Hotel & Golf Resort, Casa Grande Performance Institute, Grande Sports Academy, City of Casa Grande , its affiliated companies, or any of their members, directors, officers, employees, volunteers, sponsors, independent contractors or agents (hereafter "Releasees"), from demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or part by the negligence of Releasees or otherwise.

6. Consents to all recording, photographing and filming of Participant and agree that Grande Sports Academy can use these recordings and images at any time and in any manner without payment to or additional consent of Participant or Parent/Guardian.

Initial: _____

Participant

Parent/Guardian

7. Agrees to defend, indemnify and hold Francisco Grande Hotel & Golf Resort, Casa Grande Performance Institute, Grande Sports Academy, City of Casa Grande, its affiliated companies and each of their members, directors, officers, employees, volunteers, sponsors, independent contractors and agents, harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or is any way connected with Participant's enrollment in or presence at Grande Sports Academy. This indemnification provision shall apply to any and all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Participant. This section shall survive the expiration or early termination of this Agreement.

8. Agrees that in the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to settle the dispute by binding arbitration. The arbitration shall be held under the Commercial Arbitration Rules of the American Arbitration Association then in effect as modified herein. The matter in dispute shall be submitted to a single arbitrator, who shall be a lawyer in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect as modified by this paragraph, mutually selected by the parties. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the parties shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator.

In the event either party shall bring an action to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all arbitration expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and costs to be determined by the arbitrator in such action.

9. The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any arbitration action brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall take place in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.

10. This Agreement and any attachments represent the entire agreement between Participant and Grande Sports Academy and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

11. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

12. Participant and Parent/Guardian have read the above waiver and release, fully understand its terms including that they are giving substantial rights, including the right to compensation for injury resulting from negligence of Grande Sports Academy, Grande Sports World, Francisco Grande Hotel & Golf Resort, City of Casa Grande, Casa Grande Performance Institute, by signing this Agreement and acknowledge that they are signing the agreement freely and voluntarily, and intend their signatures to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Printed Name of Participant _____ Date: _____

Signature of Parent or Guardian: _____ Date: _____

Signature of Participant: _____ Date: _____