

IDEAL Performance LLC Development Programs

Medical Treatment Authorization, Release & Liability Waiver

IDEAL
Performance

THIS AUTHORIZATION FOR MEDICAL TREATMENT, GENERAL RELEASE AND WAIVER OF CLAIMS ("WAIVER") MUST BE COMPLETED AND EXECUTED BEFORE PARTICIPANT CAN PARTICIPATE IN ACTIVITIES OF IDEAL PERFORMANCE LLC. ANY TREATMENT FOR INJURY WILL BE BASED ON INFORMATION PROVIDED HEREIN.

In consideration of the below listed participant being given the opportunity to participate in IDEAL PERFORMANCE LLC Development Programs, I the participant and/or, if applicable, parent/guardian of the participant if the participant is a minor, personally and, if applicable, on behalf of and as the parent/guardian of the participant and anyone acting on my or the participant's behalf (including, but not limited to, attorneys, representatives, agents, heirs, executors, administrators, assigns, insurers, predecessors, successors and any other person or entity asserting claims through me or the participant) hereby acknowledge, agree and covenant to the following:

No Remuneration or Insurance Coverage: I understand that the participant is participating in the **IDEAL PERFORMANCE LLC Development Programs** on a volunteer basis, solely in exchange for the opportunity to practice athletics and engage in related training and development activities. I understand and agree that the participant will not receive any monetary or other remuneration in exchange for participant's participation, is not an employee of any of the Released Parties (as defined below) and is not covered by workers compensation insurance or any other insurance policy held by the Released Parties.

Medical Treatment Authorization: The participant has received and submitted a physical examination by a physician and has been found physically capable of participating in the activities of the **IDEAL PERFORMANCE LLC Development Programs**. I hereby give my consent to have an athletic trainer, coach and/or doctor of medicine or dentistry or associated personnel (the "Provider") provide the participant with medical assistance and/or treatment when deemed necessary by a Provider and agree to be financially responsible for the cost of such assistance and/or treatment. I agree that if it appears that the participant may have sustained a concussion or head injury that he or she is to be removed from the competition until such time that a trained medical professional can examine them and approve their return to activity. In such case, I understand that I am to provide a written clearance for the participant to return to activity.

Assumption of Risks: The participant will be engaging in activities that involve risk of injury. **IDEAL PERFORMANCE LLC Development Programs** is for athletic development and related activities, such as SAQ (speed agility quickness), running and other aerobic activities. These activities may or will involve strenuous exertions using various muscle groups, quick movements involving speed and change of direction, potential contact with athletic balls, equipment, fixed objects (e.g. goals), other participants or referees (including persons that are older or younger and who may be larger or smaller in terms of weight and height) and various surfaces types of various condition, and sustained physical activity that places stress on the cardiovascular and nervous systems. The specific risks vary from one activity to another, but in each activity the risks range from (1) minor injuries, such as cuts, bruises, muscle strains and sprains, to (2) major injuries, such as broken or fractured bones, concussion or lost teeth, to (3) catastrophic injuries, such as heart attacks or fractured skull or those that cause disfigurement, loss of mental capacity, loss of sight, speech or hearing, paralysis or death. In addition, by participating in the **IDEAL PERFORMANCE LLC Development Programs**, the participant may be exposed, or expose others, to contagious and potentially harmful or deadly disease, such as influenza, common cold, chicken pox, meningitis or measles. The participant will also be exposed to risks while traveling (including, to and from social events or the airport), exposure to large crowds and exposure to risks related to receipt of medical assistance or treatment for any physical or mental conditions.

I have read the previous paragraphs and (1) understand the nature of the activities in the **IDEAL PERFORMANCE LLC Development Programs**, (2) understand the demands of those activities relative to the physical condition and skill level of the participant and (3) acknowledge the types of injuries and illnesses and risks related to medical assistance or treatment for any physical or medical condition which may occur as a result of participation in the **IDEAL PERFORMANCE LLC Development Programs**. I hereby assert that (1) the participant's participation in the

IDEAL PERFORMANCE LLC Development Programs and use of their facilities and services is voluntary, (2) I knowingly assume all risks in any way associated with, related to or occurring as a result of the participant's participation in the **IDEAL PERFORMANCE LLC Development Programs** and use of their facilities and services, however caused or arising, and (3) I accept personal responsibility following any injury, disability or death and as such understand that I should have insurance to cover the participant in the event of injury, disability or death while participating in the **IDEAL PERFORMANCE LLC Development Programs**.

Release and Waiver: I release and agree never to bring any suit, claim or cause of action of any sort against any of the Released Parties (as defined below) regarding any injury, loss, damage, liability, expense, or other matter that may arise from the participant's participation in the **IDEAL PERFORMANCE LLC Development Programs**.

Indemnification: I agree to indemnify, defend and hold harmless IDEAL Performance LLC, their respective affiliates and each of their respective members, partners, shareholders, directors, officers, employees, volunteers, independent contractors and agents (collectively, the "Released Parties"), from any and all claims, causes of action, suits, losses, injuries, damages, liabilities and expenses (including attorney's fees and expenses) that may arise or accrue against any Released Party as a result of, or in a matter related to, the participant's participation in the **IDEAL PERFORMANCE LLC Development Programs**.

Publicity Consent: I consent to all recording, photographing and filming of the participant and agree that IDEAL Performance LLC, can use the participant's photograph, quotations, name and likeness, as well as any videotapes, motion pictures, recordings or other record of my participation in the **IDEAL PERFORMANCE LLC Development Programs**, at any time and in any manner, including to promote or advertise the **IDEAL PERFORMANCE LLC Development Programs** without payment to, or additional consent of or notification to, me.

Severability and Venue: I further expressly agree that this Waiver is intended to be as broad and inclusive as is permitted by the law of the State of Wisconsin and that if any portion hereof is held invalid, it is agreed that the remaining portion of the Waiver will continue in full force and effect. Also, I agree that all disputes must be resolved using binding arbitration, which disputes shall be arbitrated in Madison, Wisconsin pursuant to the rules of the American Arbitration Association.

I have read this Waiver carefully and fully understand its contents. By signing this Waiver I acknowledge that I am consenting to the participant's participation in the **IDEAL PERFORMANCE LLC Development Programs** on the terms and conditions set forth herein. I am aware that this is an agreement not to sue the Released Parties and constitutes a complete release of liability by me, the participant and anyone acting on my or the participant's behalf. I acknowledge that I am signing this document of my own free will, with full knowledge of the risks being assumed by me and the participant.

Participant's Name: _____ Date of Birth (MM/DD/YY): _____

Gender: M / F Participant's Preferred Method of Contact: _____

Emergency Contact: _____ Emergency Phone: _____

Doctor: _____ Doctor Phone: _____

Medical Conditions:

Allergies: _____

Parent/Guardian Signature _____

Date _____

(Parent/Guardian's Signature is required if participant is under the age of 18)

Participant's Signature _____

Date _____