



**WAIVER/REGISTRATION FORM**

Participant Name: \_\_\_\_\_ Program: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Parent(s) Name(s): \_\_\_\_\_ Mom Cell: \_\_\_\_\_ Dad Cell: \_\_\_\_\_

Sport Played: \_\_\_\_\_ Position: \_\_\_\_\_ Last Year's Team: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_

Medical Information/Injuries: \_\_\_\_\_

**AWARENESS OF RISK**

I acknowledge that there are risks associated with participation in this program. I have informed myself and understand the risks associated with my participation in the Program and (where applicable) my use of the facilities, including the risk of personal injury, Covid19, and freely accept these risks. I understand that I am free to withdraw from or reduce my participation in the Program at any time. I am not aware of any medical condition including Covid19 that would affect my ability to participate in the Program. If I have any concerns about my medical condition, I will consult with my physician before participating in the Program. I/We acknowledge that the World Health Organization has classified the Coronavirus Disease ("COVID-19") outbreak as a global pandemic and am/are aware of the risks of COVID-19. I/We specifically acknowledge and agree that I am/we are aware of the risks to personal health, including by the failure to follow physical distancing protocols, flowing from COVID-19, and that I am/we are assuming, on my own behalf and, if signing on behalf of a participant under 18 years, on their behalf, all health risks and adverse health related consequences caused by or arising from engaging in any Activities (the "Assumed Risks").

**RELEASE and WAIVER**

In consideration of the acceptance of my registration for the Program, I hereby for myself, my heirs, executors, administrators, or any others who may claim on my behalf, covenant not to sue, and hereby waive, release and discharge Mike Torkoff and Next Level Sports PERFORMANCE (994760 Ontario Ltd) and anyone acting for or on Mike Torkoff and Next Level Sports PERFORMANCE (994760 Ontario Ltd) behalf, from any and all claims of liability for personal injury, illness including Covid19, loss of life or property damage of any kind or nature, arising out of or sustained in the course of my participation in the program. This Release and Waiver applies to all claims, foreseen or unforeseen. I recognize that by signing this document I am waiving certain legal rights, including the right to sue.

**PAYMENT/REFUND/CANCELLATION POLICY**

Payment is due in full for the month at the start of the first training session of each month to reserve your spot in your selected sessions. Refunds are at the discretion of Next Level Sports PERFORMANCE (994760 Ontario Ltd). There is a 24-hour notice of cancellation for a training session or payment is still required.

**PHOTOGRAPHS AND VIDEOS CONSENT, WAIVER, INDEMNITY and RELEASE**

**PHOTOGRAPHS, VIDEOS and RECORDINGS**

I hereby grant permission to Mike Torkoff and Next Level Sports PERFORMANCE (994760 Ontario Ltd) and its representatives to take photographs or videos of me and to make recordings of my voice. I further grant Mike Torkoff and Next Level Sports PERFORMANCE (994760 Ontario Ltd) and its representatives the right to reproduce, use, exhibit, display, broadcast and distribute and create derivative works of these images and recordings in any media now known or later developed as well as my name for promoting, publicizing or explaining Next Level Sports PERFORMANCE (994760 Ontario Ltd) and its activities and for administrative, educational or research purposes. I acknowledge that Next Level Sports PERFORMANCE (994760 Ontario Ltd) owns all rights to the images and recordings.

**WAIVER, INDEMNITY and RELEASE**

I hereby waive any right to inspect or approve the use of the images or recordings or of any written copy. I further waive all moral rights. I also waive any right to royalties or other compensation arising from or related to the use of the images, recordings, or materials. I hereby release, defend, indemnify and hold harmless Mike Torkoff and Next Level Sports PERFORMANCE (994760 Ontario Ltd), its Board of Governors, officers, employees or agents from and against any claims, damages or liability arising from or related to the use of the images, recordings, or materials, including but not limited to claims of defamation, invasion of privacy, or rights of publicity or copyright infringement, or any misuse, distortion, blurring, alteration, optical illusion or use in composite form that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution.

I am 18 years of age or older and I am competent to contract in my own name. I have read this document before signing below, and I fully understand the contents, meaning and impact of this consent, waiver, indemnity and release. This consent, waiver, indemnity and release are binding on heir, my executors, administrators, assigns and me.

**I HAVE READ THIS AGREEMENT AND UNDERSTAND IT. I AM AWARE THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN RIGHTS WHICH I OR MY NEXT OF KIN, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST MIKE TORKOFF AND NEXT LEVEL SPORTS PERFORMANCE (994760 Ontario Ltd)**

Signature of Participant (if 18 or over) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent/Guardian (if participant under 18) \_\_\_\_\_ Date \_\_\_\_\_

**Mail Registration Form and Cheque payable to Next Level Sports Performance to: PO Box 197, Washago, ON, L0K2B0**