

EXHIBIT A
WAIVER

I, _____, in consideration for the opportunity to participate in activities offered at or in connection with the on-field experience (“Activity”) hosted by IMG College, LLC (“Releasee”), do hereby covenant with Releasee, that I shall not sue or bring any legal action or proceeding against Releasee, its employees, staff, agents, sponsors, vendors, suppliers or any affiliates or legal representatives or successors and assigns for or on account of any loss, damage, injury or death that I or my property may sustain by virtue or arising out of my participation in the Activity or my presence at the Activity site. I understand that participation in the Activity will involve activities, which are not under the control of Releasee. These presents may be pleaded by Releasee as a complete defense to any action or other proceeding, which may be brought, instituted, or taken by me, my heirs or legal representatives against Releasee in breach of this waiver.

I acknowledge that Releasee does not make any warranties of any kind with respect to the Activity in which I may participate. I understand the existence of and assume the risk of all dangerous conditions arising from and inherent in my participation in the Activity and waive any and all specific notice of the existence of such conditions.

I further agree that in case of any action being brought for or on behalf of me on account of any injury or damage sustained during my participation in the Activity or in the transportation connected therewith, that I will be personally responsible to, and agree to repay to, Releasee or its successors and assigns and hold them harmless against any amounts recovered in connection with any such action and all related costs incurred by Releasee.

This waiver is executed by me not in satisfaction of any damages sustained nor as compensation for injuries, nor in settlement of any claim or damages. The opportunity to participate in the Activity is offered as consideration for this waiver and agreements contained herein. It is distinctly understood and agreed that the acceptance of this covenant by Releasee is not an admission of any liability on its part and that it expressly denies any liability in any manner. The validity, interpretation and construction of this waiver, and all other matters related to this waiver, shall be interpreted and governed by the laws of the State of Michigan. If any court of competent jurisdiction finds any provision of this waiver to be unenforceable or invalid, then such provision shall be ineffective to the extent of the court’s finding without affecting the enforceability or validity of this waiver’s remaining provisions.

I have carefully read this waiver and understand all of its terms and conditions.

In front of the witness named below, I have hereunto set my signature this __ day of _____, 2021.

By: _____
Signature
Print Name:

Witnessed By
Print Name:

By: _____
Parent’s Signature
Print Name:

Witnessed By
Print Name: