



219 E. 12 Mile Rd.  
Royal Oak, 48073

## ***MINOR LIABILITY WAIVER***

### **Parent Legal Guardian**

I, \_\_\_\_\_, am fully aware that my child will participate in physical activity. My participation in the Training is voluntary and subjects my child to the possibility of physical injury (which could be minimal, serious, and/or results in death) and loss of or damage to my property (collectively, "Risks"). Accordingly, I agree to the following:

The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) to my child from the activities involved in these programs are significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,

- a. I hereby release and hold harmless Tiffany's Training LLC and family (collectively, "Released Parties") from any claim, demand, loss, liability, damages, and attorney fees and cost whatsoever arising from related to or resulting from these Risks ("Claims"), including those caused by the negligent acts or omissions of any or all of the Released Parties.
- b. FOR MYSELF, SPOUSE, AND CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child's participation; and,
- c. I willingly agree to comply with the program's stated and customary terms and conditions for participation. If I observe any unusual significant concern in my child's readiness for participation and/or in the program itself, I will remove my child from the participation and bring such attention of the nearest official immediately; and,
- d. As between each of the Released Parties and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the Programs, including those sustained on the premises where the Training is conducted.
- e. This Agreement shall be binding on my estate, heirs, executors and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

### **General Provisions:**

- f. I hereby expressly agree that this Agreement shall be governed and constructed accordingly to the laws of the state of Michigan without regard to its conflict of law provisions.
- g. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.
- h. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Training.

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

\_\_\_\_\_

(signature)

\_\_\_\_\_

(print name)