



FLORIDA MINOR WAIVER NOTICE

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY.

YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY.

YOU ARE AGREEING THAT, EVEN IF TENACITY SPORTS PERFORMANCE AND THE OTHER RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY,

THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE CERTAIN DANGERS ARE INHERENT IN THE ACTIVITY AND CANNOT BE AVOIDED OR ELIMINATED.

BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM TENACITY SPORTS PERFORMANCE AND THE OTHER RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY.

YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND TENACITY SPORTS PERFORMANCE HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

ACKNOWLEDGMENT OF INHERENT RISKS

I am the parent, natural guardian, or legal guardian of the athlete named above. I understand that athletic training and sports activities involve inherent risks that cannot be removed even when reasonable care is used.

Risks include, but are not limited to, running, sprinting, cutting, jumping, falling, collisions with people or objects, uneven or wet surfaces, heat illness, dehydration, cramps, overuse injuries, sprains, strains, fractures, head injuries, concussion, sudden illness, aggravation of prior conditions, equipment failure, weather, negligent or intentional acts of other participants, and travel or parking-lot risks before or after the session.

I voluntarily allow my child to participate and assume the inherent risks of the activity on behalf of myself and my child.

RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNITY

In consideration of my child being allowed to participate, I release and waive, to the fullest extent permitted by Florida law, claims that I or my child may have against Tenacity Sports Performance, its owners, coaches, staff, contractors, volunteers, host sites, venues, landowners, municipalities, program partners, and their respective officers, agents, and employees for personal injury, death, or property damage resulting from inherent risks of the activity.

This release is intended to include claims covered by Florida law for minor waivers and releases for commercial activity providers. It is not intended to waive claims that Florida law does not permit to be waived.

I agree to indemnify and hold the released parties harmless from claims, costs, and expenses, including reasonable attorney's fees, arising from false or incomplete information I provide, my child's failure to follow safety instructions, or my child's intentional misconduct.



PARENT/GUARDIAN CERTIFICATIONS

Parent/guardian certifications are completed through the online waiver.

CONCUSSION AND HEAD INJURY INFORMED CONSENT

I understand that concussion and head injuries can occur in youth athletic activity, including non-contact drills. A concussion may be caused by a bump, blow, jolt, fall, or collision and may occur even without loss of consciousness.

Signs and symptoms may include headache, dizziness, balance problems, nausea, confusion, memory problems, sensitivity to light or noise, behavior changes, drowsiness, or not feeling right. Continuing to play or train after a suspected concussion or head injury can increase the risk of serious injury.

If Tenacity suspects a concussion or head injury, the athlete will be removed from activity. The athlete may not return to practice, training, competition, or related physical activity with Tenacity until Tenacity receives written medical clearance from an appropriate health care practitioner trained in concussion diagnosis, evaluation, and management.

HEAT, HYDRATION, LIGHTNING, AND WEATHER

Florida weather can create elevated risk of heat illness, dehydration, lightning, severe storms, slippery surfaces, and unsafe field conditions. Tenacity may delay, modify, relocate, or cancel activities for safety, field availability, lightning, severe weather alerts, or other conditions.

Parent/guardian is responsible for ensuring the athlete arrives hydrated, dressed for conditions, and with adequate water. Athletes showing signs of heat illness, dehydration, or unsafe fatigue may be removed from activity.

MEDICAL AUTHORIZATION

If I am not available in an emergency, I authorize Tenacity Sports Performance and its representatives to contact emergency medical services and to share the health information provided on this form with emergency responders or medical personnel as reasonably necessary for the athlete's care.

I understand Tenacity coaches are not acting as physicians and do not diagnose, treat, or clear injuries. I am financially responsible for medical care, ambulance transport, treatment, and related expenses for my child.

REFUNDS, ATTENDANCE, AND SCHEDULE CHANGES

No refunds will be issued within 72 hours of the scheduled clinic, camp, or session for scheduling conflicts, illness, non-attendance, late arrival, or voluntary withdrawal, unless Tenacity states otherwise in writing.

If Tenacity cancels a session and does not offer a make-up, transfer, or credit, Tenacity will provide a refund or credit for the canceled portion. Fees paid to third-party processors may be non-refundable if the processor does not refund them.

Athletes are expected to arrive on time. Late arrivals may miss warm-ups, safety instructions, or drills. No refund or credit is owed for missed time caused by late arrival or no-show.



ATHLETE BEHAVIOR AND SAFETY RULES

Tenacity maintains a structured youth training environment. Athletes must follow coach instructions, stay in assigned areas, use equipment properly, and treat coaches, athletes, families, and facilities respectfully.

Tenacity may remove an athlete without refund when behavior creates a safety risk or substantial disruption, including fighting, bullying, harassment, unsafe equipment use, repeated failure to follow instructions, leaving assigned areas, or disrespectful conduct.

SAFEGUARDING AND REPORTING

Tenacity's youth activities are intended to use screened staff and reasonable youth-safety practices. Florida law requires immediate reporting to the central abuse hotline when a person knows or has reasonable cause to suspect child abuse, abandonment, neglect, sexual abuse of a child, or juvenile sexual abuse. Nothing in this form limits any required report or cooperation with law enforcement, DCF, a school, a park authority, or other appropriate agency.

GOVERNING LAW AND SEVERABILITY

This agreement is governed by Florida law. If any portion is found invalid or unenforceable, the remaining portions will remain in effect to the fullest extent permitted by law. This form is intended to be read together with Tenacity's posted program details, payment terms, venue rules, and written safety policies.

This document is provided for review. All acknowledgments, certifications, and signatures are completed through the online waiver.