

DIAMOND SPEED ACADEMY

Participation Agreement

Assumption of risk, release of liability, safety and coach-protection terms, and photo, video and NIL permissions

Last updated October 3, 2026. Read it online at <https://diamondspeedacademy.com/agreement/>

DRAFT FOR ATTORNEY REVIEW. DO NOT SIGN YET.

This agreement was researched for Utah law but has not yet been reviewed by a licensed Utah attorney. It is shared so families can read it ahead of time. Diamond Speed Academy will not ask anyone to sign it until that review is done and this notice is removed.

Please read this whole agreement before training with Diamond Speed Academy. It is written in plain language on purpose: if anything is unclear, email coachkamalu@gmail.com and ask before you sign.

In this agreement, "the Academy", "we" and "us" mean Diamond Speed Academy, Coach Miranda Kamalu, and anyone coaching or helping at a session on the Academy's behalf. "The athlete" is the person training. "You" means the athlete and, if the athlete is under 18, the athlete's parent or legal guardian too.

1. Who signs this agreement

Athletes 18 or older sign for themselves.

For athletes under 18, a parent or legal guardian signs, and the athlete signs the athlete's acknowledgment to show they have read (or had read to them) the safety rules and risks. In Utah a person is a minor until 18, and a minor can generally cancel a contract they signed alone, so a parent's or guardian's signature is required.

The agreement covers every session, class and lesson the athlete attends with the Academy (group, small-group, private and club training) until you withdraw it in writing or sign a newer version.

2. What the training involves

Training focuses on speed & agility, athletic performance and strength training. Sessions happen mainly at The Brickyard in Kaysville, Utah, and sometimes at other tracks, fields, gyms or outdoor spaces in Davis County and surrounding communities.

Depending on the program, training can include:

- sprinting, acceleration and top-speed running
- jumping, bounding, hopping and other plyometric drills
- cutting, change-of-direction and footwork drills around cones, ladders and hurdles
- strength work with body weight, bands, medicine balls, sleds, dumbbells, kettlebells and barbells
- conditioning, mobility work, warm-ups and cool-downs
- hands-on spotting and brief hands-on cues for body position (see section 10)

3. Risks of training

Athletic training is physically demanding, and even when it is coached carefully, injuries can happen. The risks include, but are not limited to:

- muscle strains and pulls, sprains, tendon injuries, dislocations and broken bones
- overuse injuries, soreness, fatigue and exhaustion
- falls, trips and collisions with other athletes, equipment or the ground
- injuries from equipment such as hurdles, weights, bands and sleds, including equipment that breaks or is used incorrectly
- uneven, wet, icy or hard surfaces
- heat illness, dehydration, sunburn and cold exposure; Utah's summer heat, dry air and altitude, and poor winter air quality, add to these risks
- head injuries, including concussion
- rarely, heart problems, serious or permanent injury, paralysis, or death

Some of these risks come from the nature of training itself, some from the athlete's own actions or health, some from other people, and some from the Academy's own mistakes. You take part knowing these risks, and you accept them to the extent allowed by Utah law.

4. Health, fitness and readiness

- You confirm the athlete is physically able to train. We recommend a check-up with a doctor before starting, especially after an injury or illness.
- You will tell the Academy, on the signup form and whenever anything changes, about medical conditions, injuries, medications, allergies (including to insect stings) and anything else that affects safe training, such as asthma, diabetes, heart conditions or a recent concussion.
- The athlete will stop and tell the coach right away if they feel pain, dizziness, chest pain, shortness of breath, confusion or anything else that seems wrong.
- The athlete will come with water, suitable athletic shoes and clothing for the weather, and any inhaler, EpiPen or other medication they may need.
- The Academy's coaches are not doctors, athletic trainers or physical therapists. Training is not medical treatment, and nothing a coach says is medical advice.

5. Concussion and head injury policy

Utah's Protection of Athletes with Head Injuries Act asks youth sports organizations to follow a concussion policy and to have parents sign it. The Academy follows this policy for every athlete:

- An athlete who shows signs of a concussion or other serious head injury (for example headache, dizziness, confusion, memory problems, nausea or vomiting, unusual tiredness or irritability, or a loss of consciousness) is removed from training right away and is not left alone.
- The Academy contacts the parent or guardian, or the athlete's emergency contact, as soon as possible, and calls 911 if symptoms are severe or getting worse.
- The athlete may not return to training until the Academy has written clearance from a licensed health care provider trained in evaluating and managing concussions.

- You will tell the Academy if the athlete has had a concussion or head injury anywhere else, including at school or in another sport, and will follow the same clearance rule before training again.

By signing, the parent or guardian confirms they have read this policy.

6. Emergency medical care

If the athlete is hurt or becomes ill during training, you authorize the Academy to give basic first aid, call 911, and arrange emergency medical care and transportation by emergency services. For an athlete under 18, the parent or guardian consents to emergency examination and treatment by licensed medical providers when the parent or guardian cannot be reached quickly.

The Academy will try to reach the parent or guardian (or, for an adult athlete, the emergency contact) as soon as possible. You are responsible for the cost of any medical care, and the Academy does not provide health or accident insurance for athletes.

7. Release of liability: athletes 18 and older

IF THE ATHLETE IS 18 OR OLDER, READ THIS CAREFULLY: BY SIGNING, THE ATHLETE GIVES UP THE RIGHT TO SUE THE ACADEMY, Coach Miranda Kamalu AND THE ACADEMY'S COACHES AND HELPERS FOR INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE ARISING FROM TRAINING THAT IS CAUSED BY THEIR ORDINARY NEGLIGENCE (CARELESSNESS).

This release does not cover harm caused by gross negligence, recklessness or intentional misconduct, and it does not take away any right that Utah law says cannot be given up. It also covers any claim the athlete's estate or family could bring on the athlete's behalf.

8. For parents and guardians of athletes under 18

Utah law protects children's legal rights in a way that affects this agreement, and we want you to know exactly what you are and aren't agreeing to.

- What you are NOT giving up: in Utah, a parent cannot sign away a child's own right to sue for injuries caused by negligence (Hawkins v. Peart, 2001; Rutherford v. Talisker Canyons, 2019). This agreement does not ask you to give up your child's claims, and it does not ask you to repay the Academy ("indemnify" it) if your child makes a claim.
- What you ARE agreeing to: that you understand the risks described in section 3 and choose to let your child train; that you will follow the health, safety, concussion and coach-protection rules in this agreement; and the emergency care and media choices you make here.
- Your own claims: to the extent Utah law allows, the parent or guardian gives up their own personal claims against the Academy (for example, for medical bills they pay or time they miss) arising from the Academy's ordinary negligence. This does not cover gross negligence, recklessness or intentional misconduct.

9. Safety rules and conduct

- Athletes follow the coach's instructions, warm up as directed, use equipment only as shown, and lift only with a coach present.
- Athletes treat coaches, other athletes, families and the facility with respect. Bullying, harassment, fighting and unsafe horseplay are not allowed.

- The coach may change or stop any drill, and may pause or end an athlete's session, for safety, health, weather, air quality or conduct reasons. Repeated or serious conduct problems can end an athlete's training with the Academy.
- Athletes and families follow the rules of The Brickyard and any other place where training happens.

10. Coach-protection and athlete-protection terms

These terms protect athletes and coaches alike by keeping training open, visible and professional.

- Open training: sessions, including 1-on-1 private lessons, happen in open or visible areas where other people can see in and walk in. Parents and guardians are welcome to watch any session.
- Communication: messages to an athlete under 18 about scheduling or training include the parent or guardian, or go to the parent or guardian directly. Coaches do not have private, one-on-one social media or text conversations with athletes under 18.
- Physical contact: coaching sometimes involves brief, hands-on cues for body position or spotting during lifts. The coach explains the contact first, keeps it to what the drill needs, and uses verbal cues instead whenever an athlete or parent asks.
- Transportation and supervision: coaches do not drive athletes. Families are responsible for getting athletes to and from training and for supervising them before a session starts and after it ends. Please pick up athletes under 18 on time.
- No guarantees: training aims to make athletes faster, stronger and more confident, but the Academy does not guarantee any result, including times, team selection, playing time, rankings or scholarships.
- Independence: the Academy is not part of any school, club or team. Athletes remain responsible for following their own school's, club's and league's rules.
- Schedule changes: the Academy may move or cancel sessions because of weather, air quality, facility availability or illness. Sessions the Academy cancels are rescheduled or credited.
- Raising concerns: any athlete or parent may raise a concern with Coach Miranda Kamalu at coachkamalu@gmail.com. Anyone who suspects a child is being abused or neglected should call Utah's Child and Family Services hotline, 1-855-323-3237, or the police. In Utah everyone, including every coach, is required by law to report suspected child abuse.

11. Photos, video, and name, image and likeness (NIL)

Coaching video: coaches may film or photograph an athlete's drills to review technique with that athlete and their family. This footage is for coaching only and is not posted publicly unless you give promotional permission below.

Promotional use is your choice: in the signature section you choose whether the Academy may use photos or video of the athlete on its website, Instagram and flyers. Saying no does not affect the athlete's training in any way. Under Utah's Abuse of Personal Identity Act, a person's identity cannot be used in advertising without their consent, or a parent's or guardian's consent for a minor, and the Academy will not use an athlete's image for promotion without it.

If you say yes, the Academy:

- may use photos and video of the athlete training, and the athlete's first name, without payment;
- will not post the full name, school, home town, age or other contact details of an athlete under 18, and will not tag an athlete's personal social media account without permission;

- will not sell images of the athlete or use them to advertise any product or business other than the Academy;
- will stop new uses and remove the athlete from its website and its own social media posts within 14 days of a written request to coachkamalu@gmail.com. Printed materials already handed out, and copies other people have shared, can't be recalled.

The athlete's NIL rights stay with the athlete. This agreement does not give the Academy any right to the athlete's name, image or likeness beyond the permission above, and it is not an NIL deal: the Academy does not pay athletes to promote it and athletes do not pay less for promotional permission. Athletes with NIL agreements, and athletes who plan to compete in high school or college athletics, should check their school's, state association's and college association's (for example UHSAA or NCAA) rules, and should tell the Academy if its use of their image could conflict with an existing NIL agreement.

Athletes and families are welcome to post their own photos and videos of the athlete's training.

12. General terms

- Utah law governs this agreement, and any legal dispute about it will be handled in the state or federal courts serving Davis County, Utah.
- If a court decides that part of this agreement cannot be enforced, that part is limited only as much as needed and the rest of the agreement still applies.
- This is the whole agreement between you and the Academy about the athlete's participation. Prices and schedules are on the Academy's website and are not part of this agreement.
- Signing electronically, for example by checking a box and typing your name on the Academy's signup form, counts the same as signing on paper.
- By signing, you confirm you have read this agreement, had the chance to ask questions, and sign it voluntarily.

Signatures

DRAFT FOR ATTORNEY REVIEW. DO NOT SIGN YET. This agreement was researched for Utah law but has not yet been reviewed by a licensed Utah attorney. It is shared so families can read it ahead of time. Diamond Speed Academy will not ask anyone to sign it until that review is done and this notice is removed.

Fill in the parts that apply. Athletes 18 or older complete part A and part C. For athletes under 18, the parent or guardian completes parts B and C, and the athlete completes part D.

A. Athlete 18 or older

Athlete's full name

Date of birth

Signature

Date

B. Parent or legal guardian of an athlete under 18

I am the parent or legal guardian of the athlete named below. I have read this agreement, including the concussion and head injury policy, and I agree to it for myself and on the athlete's behalf as far as Utah law allows.

Athlete's full name

Athlete's date of birth

Parent or guardian's full name

Relationship to athlete

Signature

Date

C. Promotional photo and video permission (see section 11)

Circle one. You can change your answer at any time by emailing coachkamalu@gmail.com.

YES, the Academy may use photos and video of the athlete for promotion / NO, coaching use only

Initials

D. Athlete under 18: acknowledgment

I have read, or had read to me, the risks and the safety, concussion and conduct rules in this agreement. I will follow them and tell my coach if I am hurt or feel unwell.

Athlete's signature

Date

Research notes for the reviewing attorney

This draft was written for Diamond Speed Academy, a small private coaching business in Kaysville, Utah, whose athletes are mostly minors. The Utah authorities it was drafted around, and the questions still open, are listed here. Please confirm each point is current.

- *Hawkins ex rel. Hawkins v. Peart*, 2001 UT 94, 37 P.3d 1062: a parent's pre-injury release of a minor's negligence claims is unenforceable as against public policy, and so is the parent's promise to indemnify the provider for the child's claims. The agreement therefore uses neither for minors (section 8) and relies on disclosure, assumption of risk, safety rules and the parent's release of the parent's own claims.
- *Rutherford v. Talisker Canyons Finance Co.*, 2019 UT 27, 445 P.3d 474: reaffirmed *Hawkins* and declined to overrule it absent legislative action.
- *Pearce v. Utah Athletic Foundation*, 2008 UT 13, 179 P.3d 760: adult pre-injury releases for recreational activities are generally enforceable in Utah if clear and unequivocal and not against public policy. The adult release (section 7) is set out in capitals under its own heading for that reason.
- *Penunuri v. Sundance Partners, Ltd.*, 2013 UT 22, 301 P.3d 984: an adult's release barred ordinary-negligence claims but the gross-negligence claim went forward. The releases here are limited to ordinary negligence.
- Protection of Athletes with Head Injuries Act, Utah Code Title 26B, Chapter 4, Part 4 (recodified from Title 26, Chapter 53 in 2023): an "amateur sports organization" (defined to include private sports camps and other private organizations that run sporting events for their enrollees) must adopt a concussion policy, get a parent's signature on it, remove a child suspected of a concussion, and require written clearance from a qualified provider. Section 5 is written to satisfy this whether or not a private coaching business is covered.
- Abuse of Personal Identity Act, Utah Code Title 45, Chapter 3 (see section 45-3-3): using a person's identity in an advertisement implying endorsement requires consent, from a parent or guardian for a minor. Promotional use is therefore a separate opt-in (section 11 and part C). The Act was amended in 2023; please confirm the current text.
- Utah Code 15-2-1 and 15-2-2: the age of majority is 18 and a minor may disaffirm contracts, which is why a parent or guardian signs for athletes under 18.
- Uniform Electronic Transactions Act, Utah Code Title 46, Chapter 4: supports the electronic-signature clause, since families will accept the agreement through the website signup form.
- Utah Code Title 80, Chapter 2, Part 6: every person in Utah must report suspected child abuse or neglect; section 10 says so and gives the Child and Family Services hotline.

Open questions

- The business's exact legal name and entity type (sole proprietorship or LLC) for the parties clause, and whether assistant coaches are employees, contractors or volunteers.
- Whether the parent's release of the parent's own claims (section 8) is enforceable after *Hawkins*, or should be removed.
- Whether general liability insurance is in place, and any wording the insurer or The Brickyard requires in participant agreements.
- How long signed agreements should be kept, given that a minor's injury claims are tolled until 18 (the privacy policy currently says until at least four years after the athlete turns 18).

- Whether a refund and cancellation policy should be added (section 10 currently promises only to reschedule or credit sessions the Academy cancels).
- Whether any Utah High School Activities Association (UHSAA) or NCAA rule affects the media and NIL terms for high school athletes.