



Release, Indemnification, & Hold Harmless Agreement

In consideration of participating in sports, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Fives and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as Releasees), on behalf of myself, children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

- I acknowledge that sports involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, playing sports, medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
- I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary, and I elect to participate despite the risks. Also, if at any time I believe that event

conditions are unsafe or that I am unable to take part due to physical or medical conditions, then I will immediately discontinue participation.

- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of actions which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims resulting from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such conditions.
- If I file a lawsuit, I agree to do so solely in the state where a Releasees' headquarters is located, and I further agree that the substantive law of that state shall apply.
- I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

As further consideration of participation, each participant and their legal representative consent to the Releasees filming, photographing, and interviewing participants at event sites. The Releasees retain the right to use any such photographs or video for publicity, advertising, or website/social

media posts. I agree that if I am hurt, or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released from any claim for negligence. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to agree with this release. I agree that the opportunity to participate at the stated cost in return for the execution of this statement is a reasonable bargain. I have read and understand this document. I agree to be bound by its terms.