



PARTICIPATION WAIVER

1

Participant First Name

Participant Last Name

Participant Birth Date

2

Participant First Name

Participant Last Name

Participant Birth Date

Participant Phone Number (if over 18yrs old)

Parent / Guardian/ Emergency Contact

Contact Phone Number

Best Contact Email Address:

I, the undersigned ("Participant"), in consideration for Katy Sportz Academy ("KSA"), allowing the use by me or my minor child or ward ("Participant") in a Katy Sportz Academy Event agree to the following:

RELEASE OF IMAGE & LIKENESS

The undersigned irrevocably consents to and grants Katy Sportz Academy the exclusive and unlimited right to use and reproduce any and all photographs, slides, moving pictures, audio & visual recordings or testimonial accounts taken by Katy Sportz Academy that contain my Minor Participants name, image, voice, likeness or account, for any lawful purpose whatsoever and using any means available including but not limited to any of Katy Sportz Academy's records, public relations or marketing communication material, videos or online material, social media campaigns, either with or without the Participant's name or photo accompanying such quotation. I waive the right to inspect, approve or edit any such use or reproduction and Katy Sportz Academy may make any and all changes, modifications, rearrangements, additions or deletions in its use of reproductions without any approval.

WAIVER OF LIABILITY

Participant understands that although the facilities, equipment and services of KSA and the programs are designed to provide a safe level of beneficial exercise and enjoyment, there is an inherent risk that use of such facilities, equipment, services and participation in the programs may result in injury. Therefore, Participant agrees to specifically assume all risk of injury for Participant while Participant is using any of the KSA equipment, services or participating in the programs and hereby waives any and all claims or actions that may arise against KSA or its owners, employees, contractors or volunteers as a result of such injury. These risks include, but are not limited to: (1) injuries arising from Participant's use of any equipment in connection with the programs, whether occurring inside or outside of KSA, (2) Injuries arising from Participant's transportation to and from a site that is part of the Programs, (3) Injuries or medical disorders arising from participant's participation in the programs whether occurring within or outside of KSA, And (4) Actions taken or decisions made by KSA, its staff members, and/or volunteers regarding medical or survival procedures for Participant.

ASSUMPTION OF RISK

Participation in the programs naturally may involve the risk of injury, whether Participant or someone else causes it. As such, the undersigned Participant agrees that he or she understands and voluntarily accepts the risk on behalf of Participant and agrees that KSA will not be liable for any injury, including and without limitation, personal, bodily or mental injury, economic loss or any damage to Participant resulting from the negligence or other acts of KSA or anyone else using the facilities or participating in programs. If there is any claim by anyone based on injury, loss or damage described herein which involves Participant, the undersigned Participant agrees to (1) defend KSA against such claims and pay KSA for all expenses relating to the claims, and (2) indemnify KSA for all obligations resulting from such claims.

I, the undersigned parent or legal guardian of the participant, hereby execute the foregoing for and on behalf of the participant and agree to bind myself, the participant and any heirs, next of kin, assigns or personal representatives to such terms. I represent that I have full legal authority to act for and on behalf of the participant, and I agree to indemnify and hold harmless Katy Sportz Academy and its subsidiaries for any expenses, claims or liabilities that may arise as a result of any insufficiency of my full legal authority to execute the foregoing.

Signature of Parent or Legal Guardian

Date