

FTW SPORTS LLC WAIVER AND RELEASE OF LIABILITY READ BEFORE AGREEING

In consideration of being allowed to participate in any way in FTW Sports LLC kickball program, related events and activities, the participant acknowledges, appreciates, and agrees that:

- 1) The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2) 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 participation; and,
- 3) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
- 4) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS FTW Sports LLC their officers, officials, agents, and/or employees, other participants, volunteers, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the pre-game, recreation, play, or post-game events ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law in correction with (A) my participation in the sport of kickball, or (B) my attendance at any social event or gathering that may be organized, authorized, or paid for by the RELEASEES, individual kickball players, or any league or division organized under the RELEASEES or their rules, including but not limited to "happy hours", bar functions, and any pre-game or post-game events or gatherings.
- 5) I, hereby consent to the use by FTW Sports LLC including it's agents, assigns and licensees of my name, photo, likeness or film, videotape and/or sound recording of me (collectively, hereinafter referred to as "Information") to promote or publicize FTW Sports LLC's business both internally and externally. I hereby release FTW Sports LLC from any and all liability for using the Information and waive all claims and cause of action against FTW Sports LLC arising from the use of the Information. I also hereby grant perpetual and irrevocable license to FTW Sports LLC to use the Information in any manner, including, but not limited to, reproduction, sale, exhibition, copying, broadcast, and distribution of the Information or any program incorporating the Information it deems appropriate to promote its business and understand that the Information may be edited or combined with other images, sound, text or information. I expressly disclaim all rights to all values and benefits FTW Sports LLC may gain through the use of the Information.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY FOR THE OPPORTUNITY TO PARTICIPATE IN KICKBALL.

Print Player Name

Print Team Name

Player Signature

Date