WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate in, attend, and/or observe as a participant, parent, and or spectator, in any event or program (the “Programs) of Relentless Breed Sports Facility consisting of sports, activities and or sporting events, including but not limited to basketball and volleyball events and programs such as club teams, camps, tournaments, leagues, and training, or any other sporting events and related activities (collectively “Activities”), at any facility used for the Activities (the “Premises”), the below signed participant, and the participant’s parent(s) or legal guardian(s) if the participant is a minor and or spectator, agree to waive, release and discharge the Providers and each of their respective officers, directors, employees, representatives, affiliates, successors and assigns as follows:

MEDICAL RELEASE: I hereby authorize Providers to procure and consent to, medical, hospital or dental care for myself or my child in the event of injury as a result of participation in the Providers’ Programs or Activities.

COVID-19: I understand the Providers cannot prevent the presence of COVID-19 at the Premises or prevent the possibility that me or my child(ren) will be exposed to, contract with, or spread COVID-19 while entering into and or utilizing the Premises. I am aware of and acknowledge the seriousness of the risks associated with COVID-19. I hereby choose to accept the risk of contracting and/or spreading COVID-19 for myself and/or my child(ren) in order to be allowed to enter into and utilize the premises. In consideration of my participation in the Programs or Activities and on behalf of myself, and any of all of my family members, minor child(ren), my heirs, successors, assigns and personal representatives and each of them, having voluntarily and knowingly entered the Premises, I hereby forever release and waive my right to bring suit against the Providers, their Owners, officers, directors, managers, officials, trustees, agents, employees, affiliates and or other representatives (released parties) in connection with any and all exposure, infection, and/or spread of COVID-19 related to me and/or my child(ren) entering into and or utilizing the premises. I understand that this waiver and release means that I have forever discharged the released parties and give up all of my right to bring any claims, actions, lawsuits, demands for damages and or losses, including for pe arsenal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I or my child(ren) may have to seek damages against the Release Parties, whether known or unknown, foreseen or unforeseen to the maximum extent allowed by law.

PHOTO/VIDEO RELEASE: I hereby agree to allow and authorize the Providers to use myself and/or my child(ren)’s photograph and/or video for publicity of Providers ongoing Programs and Activities.

WAIVER AND RELEASE OF LIABILITY: In consideration of my participation in the Providers Programs and Activities or as an attending parent or spectator at the Premises, I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the Providers, their owners, officers, directors, employees, representatives and volunteers, from any and all present and future claims, demands, actions, payment and/or reimbursement of medical expenses, or causes of action resulting from any accidents, injuries deaths, or loss of and/or damage to my/our person(s) or property arising out of or connected with my/our participation in any Programs and Activities while at the Premises. I HEREBY VOLUNTARILY WAIVE ANY AND ALL CLAIMS RESULTING FROM NEGLIGENCE OR OTHERWISE both present and future, which may be made by me, my family, estate, heirs, or assigns, Further, I am aware that the Programs and Activities may involve certain risks or possible dangers, including death, and that equipment provided for my protection may be inadequate to prevent serious injury. I am voluntarily participating in these Programs and Activities with knowledge of the danger involved and hereby agree to accept any and all inherent risks of property, damage, personal injury, or death. I further agree to indemnify and hold harmless the Providers, their owners, officers, directors, employees, representatives and volunteers for any and all claims arising as a result of my engaging in the Programs and Activities. I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Texas or any other State in which the Programs or Activities take place and I agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect.

I affirm that I am of legal age and am freely signing this document. I HAVE READ THIS FORM AND FULLY UNDERSTAND THAT BY SIGNING THIS FORM, I AM GIVING UP LEGAL RIGHTS AND/OR REMEDIES WHICH MAY BE AVAILABLE TO ME AGAINST THE PROVIDERS.

UNKNOWN CLAIMS: The releases contained in this document are intended as a full and complete release of all liability of any nature whatsoever for all damage, injury, loss, expense, including any consequential expense, loss or damage, whether the same are now known or unknown to the undersigned, expected, or unexpected by the undersigned, or have appeared or developed.

This Waiver and Release of Liability is entered into at San Antonio, Texas and shall remain effective as long as the undersigned participates in and or attends any of Providers’ Programs and Activities. The venue and jurisdiction for any action concerning or relating to this Waiver and Release shall be in San Antonio, Texas.