

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK  
AND INDEMNITY AGREEMENT**

GO Sports Complex, LLC dba Game On Sports Complex and LT Sports, LLC dba Game On Arena Sports (collectively "GOS") own and operate sports facilities located at 2600 Alameda Street, Fort Worth, Texas 76108 and at 251 Settlement Plaza Dr., Fort Worth, Texas 76108, respectively (collectively referred to herein as the "Facility"). Within the Facility, GH Baseball, Inc. dba D-Bat Fort Worth ("D-Bat") operates a baseball and softball training business . The Facility is designed to host a variety of sporting and social events, including without limitation, indoor soccer, volleyball and basketball, baseball and softball training, outdoor sand volleyball, parties and sports camps (collectively "Activities").

In consideration of participating in Activities at the Facility, I represent that I understand the nature of the Activities, am qualified to participate, in good health, and in proper physical condition to engage in Activities. I agree that if at any time I deem conditions at the Facility render participation in any Activities unsafe or to pose a risk of harm to myself or others, I will immediately discontinue participation in the Activity. By executing this instrument, I acknowledge and agree that I fully understand that the Activities involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, or those of others, the conditions in which the Activities take place, or the negligence of the RELEASEES (defined below); and that there may be other risks either not known to me or not readily foreseeable at this time, and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur while attending or participating in any Activities. I further acknowledge and agree that RELEASEES are in no way responsible for the safekeeping of my personal belongings while I attend or participate in any Activities.

I hereby release, discharge, and covenant not to sue GOS and/or D-Bat, their respective members, managers, officers, shareholders, agents, employees, volunteers, lessees, lessors, other participants, any sponsors and advertisers (singularly and collectively referred to herein as RELEASEES) from all liability, demands, losses, damages or any other claims of any kind whatsoever caused, or alleged to be caused, in whole or in part, by the negligence of the RELEASEES or otherwise, including negligent rescue operations. I further agree that if, despite executing this Agreement I, or anyone on my behalf makes a claim against any of the RELEASEES, I will indemnify, save and hold harmless each of the RELEASEES from any loss, liability, damage, or cost (including attorneys fees as they are incurred) which may be incurred by or otherwise imposed on RELEASEES as the result of such claim(s).

I hereby consent to GOS recording (audio and video) all activities occurring in public spaces within the Facility and grant GOS the right to use, edit, stream and otherwise publish all such media for profit and non-profit purposes. I further consent that all of my personal information provided to GOS, regardless of format, shall be deemed the property of GOS and GOS may compile, sell, and/or otherwise use such information for all reasonable business purposes.

By my signature below, I acknowledge and confirm that I have read this Agreement, am doing so freely without any inducement or assurance or any kind, understand that I am relinquishing substantial rights by signing and that it is my intent that it serve as a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is deemed invalid, the balance hereof shall continue to be fully effective and enforceable.

Printed name of participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of adult participant: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**PARENTAL CONSENT:**

I hereby represent and warrant that I am the parent and/or legal guardian of the above-referenced minor and am authorized to execute this Agreement on his/her behalf. Further I represent and warrant that I understand the risks posed by participating in the Activities and that the minor's experience and capabilities are appropriate for participation in one or more Activities. Having read and understood this Agreement, I hereby consent to the terms thereof on behalf of the minor participant and myself.

Printed name of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Relationship to minor: \_\_\_\_\_