

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"). The Facility hosts 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 acknowledge, agree and 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 and, if appropriate, leave the Facility. **I UNDERSTAND THAT THE ACTIVITIES INVOLVE INHERENT AND OTHER RISKS AND DANGERS**, including but not limited to falling or loss of balance; striking padded or unpadded surfaces; being injured by equipment; being injured by the actions or inactions of other participants and bystanders; collisions with other participants; falls due to slick or uneven surfaces; equipment failures of any kind; equipment misuse by myself or others; potential exposure to communicable disease (including but not limited to coronavirus/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors); physical injury or illness as a result of physical activity or being on the premises where the Activities take place, which risks may result in **SERIOUS INJURY, ILLNESS, EMOTIONAL DISTRESS, AND DEATH** (collectively, "Risks"). I understand that the Risks may be caused or contributed to by my own actions or inactions, the actions or inactions of other participants, bystanders or staff, the conditions and settings in which the Activities take place, or the alleged or actual **NEGLIGENCE** of the Releasees (defined below). I understand that the description and list of Risks in this Agreement is not complete, and that I will encounter Risks not described herein, known and unknown, inherent and otherwise, in connection with the Activities. With a full understanding of the foregoing, **I VOLUNTARILY AGREE TO ASSUME ALL INHERENT AND OTHER RISKS OF INJURY, ILLNESS, EMOTIONAL DISTRESS, AND DEATH AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of, or in connection with, the Activities.

Understand that it is my responsibility to comply with all posted and published procedures, including safety and hygiene procedures and protocols intended to lessen the likelihood of the spread of disease among participants and staff. I further understand that it is my responsibility to comply with all laws and other requirements imposed by federal, state, and local authorities, and 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, their respective members, managers, officers, shareholders, agents, employees, volunteers, lessees, lessors, other, 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 alleged or actual 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.

I understand that this Agreement will apply every time I am on the premises or participate in the Activities. I agree that this Agreement is a contract which will be enforced to the fullest extent allowed by law and will be binding on me, my assignees, subrogors, heirs, assigns, executors, and personal representatives.

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: \_\_\_\_\_