

RELEASE AND INDEMNIFICATION AGREEMENT

Participant Name: _____

Institution: DR Sportz, LLC

Affiliates: _____

Activity: _____

Dates: _____

I consent to participate in the above-referenced Activity. I acknowledge that the nature of the Activity may expose Participant to hazards or risks that may result in Participant’s illness, personal injury, or death, and I understand and appreciate the nature of such hazards and risks. I represent that the I, as the Participant, am physically able, with or without accommodation, to participate in the above-referenced Activity and am able to use the equipment and/or supplies associated with the Activity.

In consideration of Participant being permitted to participate in the Activity, I hereby accept all risk to my health and of my injury or death that may result from such participation and I hereby release the above -named Institution and Affiliates, their governing boards, officers, employees, and representatives from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including death, that may result from or occur during participation in the Activity, whether caused by negligence of the Institution and Affiliates, their governing boards, officers, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless the Institution and Affiliates and their governing boards, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my own negligent or intentional act or omission while participating in the described Activity.

I understand and agree that the Institution and Affiliates do not have medical personnel available at the location of the Activity on the campus. I understand and agree that the Institution and Affiliates are granted permission to authorize emergency medical treatment, if necessary, and that such action by the Institution and Affiliates shall be subject to the terms of this Agreement. I understand and agree that the Institution and Affiliates assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

It is my express intent that this Release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a “Release, Waiver, Discharge and Covenant” not to sue the above -named Institution and Affiliates. I further agree to save and hold harmless, indemnify, and defend Institution from any claim by me or my family, arising out of the Participant’s participation in the Activity.

In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability and hold harmless agreement by reading it before I

sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand that the Institution and Affiliates do not require me to participate in this Activity, but they want to do so, despite the possible dangers and risks and despite this Release. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict the Participant's participation in the Activity, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR PARTICIPANT'S INJURY OR DEATH OR DAMAGE TO PARTICIPANT'S PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY PARTICIPANT'S NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

Should I require emergency medical treatment as a result of accident or illness arising during the Activity, I consent to such treatment. I agree to be financially responsible for any medical bills incurred as a result of emergency medical treatments. I acknowledge that the Institution and Affiliates does not provide health and accident insurance for participants in the Activity, and I agree to be financially responsible for any medical bills incurred as a result of emergency medical treatment. I will notify Institution representatives in writing if the Participant has medical conditions about which emergency medical personnel should be informed.

I further agree that this Release shall be construed in accordance with the laws of the State of Texas. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

Signature of Participant

Date Signed

Signature of Participant's Parent/Guardian

Date Signed

Parent/Guardian's Phone Number