



YOUTH PLAYER REGISTRATION FORM & WAIVER

FOR PARTICIPANTS UNDER 18 YEARS OF AGE

Player information NEW PLAYER RETURNING PLAYER (ID# _____) MALE FEMALE 20____ CALENDAR YEAR

Participant First Name _____ Participant Last Name _____ Date of Birth (MM - DD - YY) _____

Street Address _____, TEXAS City _____ Zip code _____

Phone Number _____ Email Address _____

Parent or Guardian First Name _____ Parent or Guardian Last Name _____

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT (the "AGREEMENT")

FOR AND IN CONSIDERATION of the Participant identified above this Agreement being permitted by Performance Indoor Training, LLC, a Texas limited liability company ("PIT") to participate in any way in the activity of playing any sport ("Activity"), I, for myself, the Participant, and our personal representatives, administrators, spouse, assigns, heirs, and next of kin (collectively, "I"):

- Acknowledge, agree, and represent that I understand the nature of the Activity, which includes physical contact with other participants and vigorous cardiovascular exercise, and that the Participant is qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I or the Participant believes conditions to be unsafe in any way for me or any other participant in the Activity, the Participant will immediately discontinue further participation in the Activity.
- Fully understand that (a) sports activities involve risk and dangers including but not limited to sprains, fractures, concussions, serious bodily injury, permanent disability, paralysis, and death (the "Risks"); (b) these Risks may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the Releasees, as that term is defined in Section 3 hereof; and (c) there may be other risk and social and economic losses either not known to me or not readily foreseeable at this time. **THE PARTICIPANT AND I KNOW THE INHERENT RISKS OF THE ACTIVITY AND FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES THE PARTICIPANT OR I incur as a result of THE PARTICIPANT'S participation in the Activity.**
- HEREBY DISCHARGE, COVENANT NOT TO SUE, AND RELEASE PIT, as well as any of PIT's members, managers, officers, employees, volunteers, agents, sponsors, advertisers, vendors, lessors or affiliates, including but not limited to, Indoor Plex of Frisco, LLC, a Texas limited liability company, and Plex Equipment Leasing, LLC, a Texas limited liability company (along with other participants and the owners and lessors of the premises on which the Activity takes place) (all entities and persons named in this Section shall be considered a "Releasee"), FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES OF ANY KIND ON THE PARTICIPANT'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS.**
- FURTHER AGREE that if, despite this Agreement, THE PARTICIPANT, I, or anyone on OUR behalves, makes any type of claim or institutes any type of proceeding against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorneys' fees, court costs, losses, liabilities, damages, or other costs that a Releasee incurs, has incurred or will incur as the result of such claim.**
- Consent to the recording, use, distribution, disclosure and reuse by Releasees of Participant's voice, actions, likeness, contact information, name and appearance (collectively, the "Likeness") in any and all media, marketing, advertising now known or hereafter devised, in perpetuity, in or in connection with the business operations and marketing of PIT, its affiliates, sponsors and advertisers.
- Agree that the Releasees may use all or part of my Likeness and may alter or modify it regardless of whether or not I am recognizable, and further agree that Releasees shall have full, exclusive ownership of any video taken of me herein (the "Material"), and I shall have no rights whatsoever to the material. I further agree that Releasees shall have the right to use the Material and my Likeness in any and all media now known or hereafter devised worldwide, in perpetuity.
- Release Releasees from any and all liability arising out of their use of the Likeness or the Material. I agree not to make any claim against the Releasees as a result of the recording or use of my Likeness or the Material (including, without limitation, any claim that such use invades any right of privacy or publicity and any claims based on defamation, libel or false light). I understand that PIT does not make any representation that such Material will be used or not used in any way
- Acknowledge and agree that, if any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorneys' fees, court costs, and necessary disbursements in addition to all other relief to which he or it may be entitled. This Agreement shall be interpreted in accordance with the laws of Texas and performable in Collin County, Texas.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND THIS AGREEMENT TO BE 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 HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

IF I AM SIGNING THIS WAIVER ON BEHALF OF A MINOR PARTICIPANT, I WARRANT AND REPRESENT THAT (i) I AM THE MINOR'S PARENT OR LEGAL GUARDIAN, (ii) I UNDERSTAND THE NATURE OF THE ACTIVITY CONTEMPLATED HEREIN, AND (iii) I BELIEVE THE PARTICIPANT TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY.

Signature of Parent or Guardian of Participant

Date of Signature