

RELEASE AND WAIVER OF LIABILITY

IN CONSIDERATION of being given the opportunity to participate in a sports tournament and/or related activities on or around _____, 202__ (the “**Event**”) organized and planned by 12 Yards LLC d/b/a On the Spot Championship, a North Carolina limited liability company (the “**Company**”), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, for myself, my personal representatives, assigns, heirs, and next of kin agree to the following:

Liability Release; Waiver; Indemnification

I ACKNOWLEDGE, agree and represent that I understand the nature of the Event and that I am in proper physical, mental, and emotional condition to participate in the Event.

I FULLY UNDERSTAND that: (a) the Event MAY INVOLVE PHYSICAL, MENTAL, AND/OR EMOTIONAL RISKS AND DANGERS; (b) these aforementioned risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Event, the condition in which the Event takes place, or the negligence of the Releasees described below or the organizers of the Event; (c) there may be other risks and economic or non-economic damages or losses that I may not know and/or are not readily foreseeable at this time; and I KNOWINGLY AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR ANY AND ALL INJURY, HARM, LOSSES, COSTS AND DAMAGES I MAY INCUR AS A RESULT OR ARISING OUT OF MY PARTICIPATION IN THE EVENT OR IN ANY ACTIVITY.

I FULLY UNDERSTAND that the Company is not responsible for risks related to COVID-19 in connection with the Event. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that participation in the Event carries with it certain inherent risks related to COVID-19 transmission that cannot be eliminated regardless of the care taken to avoid such risks (“**Inherent Risks**”). Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, **life-threatening sickness, death**, damage, and expense, the exact nature of which are not ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Furthermore, I represent and warrant that I do not suffer from any medical condition or disease that might in any way hinder or prevent me from participating in the Event, including, to my knowledge, COVID-19, and that if at any time before conclusion of the Event my condition changes such that this representation and warranty is no longer true, I will immediately notify the Company and withdraw from the Event. I agree to comply with all health and safety guidelines, instructions, and protocols provided by the Company or the Event staff in connection with the Event.

I AGREE AND WARRANT that I will defend, indemnify, hold harmless and reimburse the Company and its affiliates, subsidiaries, owners, officers, administrators, directors, agents, volunteers,

clients, other participants, and employees, as well as their respective successors and assigns (the “Releasees”) from and for any and all liability, claims, demands, losses, injury, death, harm, medical costs, expenses (including reasonable attorney fees), or damages (collectively, “Loss”) incurred by any of the Releasees or paid by it to any person (including me or my insurers) resulting from, arising out of, or otherwise in connection with my participation in the Event. I will defend, indemnify, hold harmless and reimburse the Releasees if anyone makes a claim against any of the Releasees in connection with my participation in the Event, including, without limitation, any accident I may be involved in or any Loss to me or other parties, however caused.

I AGREE AND WARRANT that I will examine and inspect each activity in which I take part during the Event and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Event and will refuse to take part in the Event.

I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE RELEASEES FROM ANY AND ALL LOSS (AS DEFINED ABOVE) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY PARTICIPATION IN THE EVENT BY ME, INCLUDING ANY ALLEGATION REGARDING NEGLIGENCE OF ANY RELEASEES, MYSELF, THE ORGANIZERS OF THE EVENT, OR OTHERWISE. I FURTHER AGREE THAT IF, DESPITE THIS RELEASE AND WAIVER OF LIABILITY, I, OR ANYONE ON MY BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASEES, I WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LOSS (AS DEFINED ABOVE) WHICH ANY MAY INCUR AS A RESULT OF SUCH CLAIM.

Photo Release

I GRANT the Company and those acting on the Company’s behalf the right to take photographs or videos of me in connection with the Event. The Company may use, modify, adapt, display, broadcast, perform, reproduce, publish, and otherwise distribute the same in any form and medium, including in print or electronically. I agree that the Company may use such photographs or videos of me/us with or without my name for any lawful purpose, including but not limited to such purposes as publicity, advertising, social media and web content. Additionally, I waive any right to royalties or other compensation arising from or related to the use of the photo(s) or video(s). I understand and agree that any photograph or video using my likeness will become property of the Company and I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. I expressly release the Company and its Releasees from and against, and agree never to assert, any and all claims that I have or may have for invasion of privacy, right of privacy, defamation, copyright infringement or any other causes of action arising out of the Event or any photograph or video of me taken in connection with the Event.

Personal Data Consent Release

I ACKNOWLEDGE that the Company will need certain information about me for purposes of facilitating and organizing the Event. This information may include my name, address, date of birth, email address, and other information requested by the Company. I hereby consent to the Company and its partners, event hosts, activity providers and the like to process my personal information for Event registration purposes. If the Company cannot process my personal information, I understand that I may not be able to participate in the Event.

Miscellaneous

All disputes, claims or controversies arising out of or relating to this Release and Waiver of Liability, or the validity or performance of this Release and Waiver of Liability, shall be governed by and construed in accordance with the internal laws of the State of North Carolina (including in respect of the statute of limitations or other limitations period applicable to any such dispute, claim or controversy), without regard to any rules of conflict of laws that would result in the application of the laws of a different jurisdiction. I further agree that the state and federal courts of Wake County, North Carolina shall have exclusive jurisdiction over any suit, action or proceeding arising out of or relating to this Release and Waiver of Liability, and I consent to the jurisdiction of said courts and waive any objection or defense based on lack of personal jurisdiction or improper or inconvenient forum or venue.

[Signature pages follow]

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, HAVE HAD AN OPPORTUNITY TO REVIEW IT WITH AN ATTORNEY OR CHOSE NOT TO DO SO, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I AGREE THAT THIS RELEASE AND WAIVER OF LIABILITY IS AND SHALL BE EFFECTIVE AND BINDING UPON ME, MY HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS. I UNDERSTAND AND AGREE THAT MY ELECTRONIC SIGNATURE HAS THE SAME LEGAL EFFECT AS A WRITTEN SIGNATURE.

Participant Signature

Participant Printed Name

Date

[Signatures continue next page]

Parental Consent and Assumption of Risk

I, the undersigned parent or legal guardian of the above-named minor, desire to permit the above-named minor to participate in the Event and to execute this Release and Waiver of Liability.

I hereby certify that I am the parent or legal guardian of the above-named minor (“**Minor**”), a child under the age of eighteen (18). I hereby give permission for Minor to participate in the Event and assume all risks of injury associated therewith.

I AM AWARE AND UNDERSTAND THAT MINOR MAY BE EXPOSED TO VARIOUS RISKS AND HAZARDS AS A RESULT OF THE EVENT, AND THE EVENT MAY BE DANGEROUS AND MAY INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH. I AGREE TO COMPLY WITH ANY AND ALL INSTRUCTIONS PROVIDED BY THE COMPANY AND HEREBY REPRESENT THAT MINOR HAS AGREED TO THE SAME. I ACKNOWLEDGE THAT ANY INJURIES THAT MINOR MAY SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT MINOR IS VOLUNTARILY PARTICIPATING IN THE EVENT WITH KNOWLEDGE OF THE DANGER INVOLVED AND I HEREBY AGREE, ON MY OWN BEHALF AND ON BEHALF OF MINOR, TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THE RELEASE AND WAIVER OF LIABILITY AND THIS PARENTAL CONSENT AND ASSUMPTION OF RISK.

Parent or Legal Guardian Signature

Parent or Legal Guardian Printed Name

Date