



## Please Read and Acknowledge The Waiver

In consideration of being allowed to participate in any way, in any SportsMix, LLC ("SportsMix") programs, events or activities, I understand, acknowledge and agree to the following:

1. I certify that I am physically fit and able to participate in the program, event or activity, and have not been advised otherwise by a qualified medical professional.
2. I certify that I am at least eighteen (18) years of age and understand that I cannot participate in any SportsMix event or activity if under the age of eighteen (18).
3. I agree to comply with any and all rules, regulations, terms and conditions for participation in the program, event or activity. I agree to inspect the equipment and premises to be used prior to participation. If I believe that anything is unsafe, I will inform league officials, team captains, referees or facilities owners of the issue and refuse to participate if not corrected.
4. I acknowledge and fully understand that as a participant, I will be engaging in activities that involve risk of serious injury, including permanent disability and death, property loss and severe social and economic losses. These risks include, but are not limited to, those caused by: (a) the actions, inactions or negligence of SportsMix, participants, volunteers, spectators, coaches, event officials, referees and organizers; (b) conditions of the premises or equipment used; (c) rules of play; (d) temperature; (e) weather; (f) condition of participants; and, (g) vehicular traffic. I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, EVEN IF ARISING FROM THE NEGLIGENCE OF SPORTSMIX OR OTHERS, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION.
5. I, on behalf of myself, my heirs, executors, administrators and assigns, hereby waive, release, discharge, and agree not to sue SportsMix, its managers, members, directors, officers, employees, volunteers, representatives, agents, coaches and referees, and other participants, sponsoring agencies, sponsors, advertisers and if applicable, owners and lessors of equipment and premises used to conduct the programs, events or activities (collectively the "Releasees"), from any and all claims for damages, injuries, losses, liabilities and expenses which I may have or which may subsequently accrue to me, relating to, resulting from or arising out of my use and/or participation in any programs, events or activities of SportsMix, including any injury or damage to my person or property, or to that of any other person or property.
6. I agree to indemnify, defend and hold the Releasees harmless from and against any and all claims for damages, injuries, losses, liabilities and expenses relating to, resulting from or arising out of my participation in any SportsMix program, event or activity.
7. I consent to have medical treatment (including hospital care) that may be deemed advisable in the event of injury, accident and/or illness during any program, event or activity. I recognize that in the event of an emergency I may not be able to provide consent prior to the rendering of medical treatment and I hereby consent in advance for such treatment. I release SportsMix, its members, officers and agents and all persons participating in any such medical treatment from all damages, claims or responsibility for any such action.
8. I hereby grant permission to SportsMix, LLC to interview, photograph and/or videotape me, either directly or by contractors hired by SportsMix, and to use and permit others to use, at no charge and for no monetary consideration, information from interviews and/or the photographic and videotape images for promotional activities on SportsMix's web-site and written promotional materials. I also hereby waive, release and forever discharge SportsMix, LLC and its members, officers and agents from any and all liability arising from the use of the interviews, photographs and videotape images.
9. I intend that this Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

By signing below, I acknowledge that I have read the waiver and release of liability and I fully understand its terms and I understand that I have given up substantial rights and I sign it knowingly and voluntarily without any inducement or duress.

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Print Name

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Signature

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Sport

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Date