

TERMS AND CONDITIONS

Release and Disclaimer for Adult 18 or Older

I am an adult, aged 18 years or older. As lawful consideration for being permitted to participate in the TruElite Athletics activities, camp, and/or clinic, I, intending to be legally bound, agree and acknowledge that:

- 1. The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) to me from the activities involved at TruElite Athletics, including but not limited to training, programs and events are significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist.
- 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES or others, and assume full responsibility for my participation.
- 3. I willingly agree to comply with TruElite Athletics stated and customary terms and conditions for participation. If I observe any unusual or significant concern for participation and/or in the program/activities themselves, I will remove myself from the participation and bring such attention of the nearest company representative immediately.
- 4. I for myself, my spouse (if applicable), and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS TruElite Athletics, its directors, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event, activities, camp or clinic ("Releases"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property incident to my involvement or participation in these activities, camp or clinic WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
- 5. I agree that I for myself and my spouse (if applicable), will not make a claim against, sue, attach the property of or prosecute TruElite Athletics and their agents, sponsors and employees for damages for death, personal injury or property damage which I may sustain as a result of my participation in these activities, camp or clinic.



- 6. I, for myself and my spouse (if applicable), and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releases from any and all liabilities incident to my involvement or participation in these activities, camp or clinic, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.
- 7. I attest that I am physically fit and have no known medical conditions which prohibit participation in this sport/activity.
- 8. I agree to follow all laws, rules and guidelines regulating conduct and participation with TruElite Athletics.
- 9. I understand and agree that I am solely responsible for the mechanical and/or operating condition of any and all sporting equipment I use, and I agree to continuously inspect and maintain that equipment, even if I have obtained any of the equipment from TruElite Athletics, their agents, sponsors and/or employees.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND DISCLAIMER AGREEMENT BETWEEN MYSELF AND TRUELITE ATHLETICS AND THEIR AGENTS, SPONSORS AND EMPLOYEES. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I also agree that Truelite Athletics and their agents, sponsors and employees may use my photograph in future promotions and for public display.

UNDERSTANDING OR RISK

I understand the seriousness of the risks involved in participating in this activity, camp or clinic, my personal responsibilities for adhering to rules and regulations, and accept them as a participant.