Shoot 360 Memphis Release and Disclaimer on Behalf of Minor

I am the parent or legal guardian of the minor ______. As lawful consideration for being permitted to participate in the Memphis Training & Fitness, LLC ("Shoot 360 Memphis") gym activities, camp, private events, 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 my child from the activities involved in these activities, camp, event or clinic are significant, including the potential for permanent disability and death, and while rules, equipment, and personal discipline may reduce these ricks, the risks of serious injury and illness do exist; and,
- 2. FOR MYSELF, SPOUSE, AND CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELASES or others, and assume full responsibility for my child's participation; and,
- 3. I willingly agree to comply with Shoot 360 Memphis's stated and customary terms and conditions for participation. If I observe any unusual or significant concern in my child's readiness for participation and/or in the program/activities themselves, I will remove my child from the participation and bring such attention of the nearest company representative immediately; and,
- 4. I, for myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Shoot 360, 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, event or clinic ("Releases"), WITH RESPECT TO ANY AND ALL INJURY, INLESS, DISABILITY, DEATH, or loss or damage to person or property incident to my child's involvement or participation in these activities, camp, event or clinic WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASES OR OTHERWISE, to the fullest extent permitted by law.
- 5. I agree that myself, my spouse, and my child, will not make a claim against, sue, attach the property of or prosecute Shoot 360 and their agents, sponsors, and employees for damages for death, personal injury or property damage which my child may sustain as a result of his/her participation in these sporting activities, camp, event or clinic.
- 6. I, for myself, my spouse, and my child, 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 and my child's involvement or participation in these activities, camp, event or clinic, EVEN IF ARISING FROM THEIR NEGLIGENCE to the fullest extent permitted by law.
- 7. I attest that my child is physically fit and has no known medical conditions which prohibit participation in this sport.
- 8. I, the parent/guardian, assert that I have explained to my child: the risks of the activity, his/her responsibilities for adhering to the rules, guidelines, and regulations, and that my child understands this Agreement.
- 9. I understand and agree that I, on behalf of my child, am solely responsible for the mechanical and/or operating condition of any and all sporting equipment my child uses, and I agree to continuously inspect and maintain that equipment, even if I have obtained any of the equipment from Shoot 360 Memphis, their agents, sponsors and/or employees. I, FOR MYSELF, MY SPOUSE, AND CHILD, HAVE CAREFULLY READ THIS RELEASE AND DISCLAIMER AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARYOLY WITHOUT ANY INDUCEMENT. I also agree that Shoot 360 Memphis and their agents, sponsors and employees may use my child's photograph in the future promotions and for public display on Shoot 360 Leader Boards.

UNDERSTANDING OF RISK

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

Parent/Guardian Name (Please Print)

Relationship to Minor