

DRAGONS ELITE ATHLETICS, LLC
Waiver and Release of Liability

WAIVER AND RELEASE OF LIABILITY

This Waiver and Release of Liability (this “Agreement”) is entered into by the undersigned parent(s) or legal guardian(s) (the “Parent/Guardian”), on behalf of the minor participant identified below (the “Participant”), in favor of Dragon Elite Athletics, LLC, a Florida limited liability company, and its affiliates, successors, and assigns (collectively, “Dragon Elite”).

1. Assumption of Risk Parent/Guardian acknowledges and understands that the Activities offered by Dragon Elite involve both known and unknown risks, including but not limited to risks of physical and emotional injury, disability, illness (including exposure to contagious diseases), death, and property damage, whether arising from Participant’s actions or inactions, those of others, or the condition of the facilities or equipment. These Activities include, but are not limited to, strength and resistance training, throwing mechanics, conditioning, team sports, open gym sessions, private coaching, travel, and competitive events (the “Activities”).

Parent/Guardian expressly and voluntarily assumes, on behalf of themselves and the Participant, all such risks associated with the Participant’s participation in the Activities, regardless of whether caused in whole or in part by the negligence or other fault of Dragon Elite or any of the Released Parties (as defined below).

2. Release and Waiver of Liability In consideration for the Participant being permitted to participate in the Activities, Parent/Guardian, on behalf of themselves and the Participant, hereby irrevocably waives, releases, discharges, and covenants not to sue Dragon Elite or its affiliates, and their officers, directors, managers, owners, agents, employees, contractors, volunteers, successors, and assigns (collectively, the “Released Parties”) from any and all claims, demands, causes of action, liabilities, damages, or losses, whether known or unknown, foreseen or unforeseen, at law or in equity, arising out of or in any way related to the Participant’s involvement in the Activities. This release applies to claims based on any theory of liability, including but not limited to tort, contract, negligence, premises liability, and product liability, but excludes claims resulting from gross negligence or intentional misconduct.

3. Indemnification To the fullest extent permitted by law, Parent/Guardian agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, suits, liabilities, judgments, losses, costs, and expenses (including attorneys’ fees and litigation costs) that may arise out of or relate in any way to: (a) Participant’s participation in the Activities; (b) any act or omission of the Participant or Parent/Guardian; or (c) any breach of this Agreement.

4. Medical Authorization and Acknowledgment Parent/Guardian authorizes Dragon Elite to provide or arrange for emergency medical treatment if, in Dragon Elite’s sole discretion, such treatment is necessary. Parent/Guardian agrees to be solely responsible for all associated costs. Parent/Guardian represents that the Participant is in good health and physically and mentally capable of participating in the Activities. Any allergies, medical conditions, medications, or physical limitations must be disclosed in writing in advance.

DRAGONS ELITE ATHLETICS, LLC
Waiver and Release of Liability

5. Limited Supervision and Behavior Responsibility Parent/Guardian understands and agrees that Dragon Elite provides general supervision of participants during scheduled Activities but does not provide one-on-one, individualized, or continuous supervision. Parent/Guardian is responsible for ensuring the Participant's safe arrival to and prompt departure from all Dragon Elite facilities. Dragon Elite is not responsible for the Participant outside of scheduled sessions.

6. Communicable Disease Risk Parent/Guardian acknowledges that Dragon Elite cannot eliminate the risk of exposure to communicable diseases, including but not limited to COVID-19, influenza, or any airborne, contact-transmissible, or bloodborne pathogens. Participation may increase the risk of exposure and transmission. Parent/Guardian voluntarily assumes all risks related to such exposure and agrees to comply with all health and safety protocols implemented by Dragon Elite.

7. Injury Reporting Protocol Parent/Guardian agrees to notify Dragon Elite in writing within twenty-four (24) hours of any injury, illness, or adverse incident involving the Participant that occurs during or as a result of the Activities. Dragon Elite may require completion of an incident report form and reserves the right to document the circumstances of any reported incident. Failure to comply may result in waiver of any related claims.

8. Code of Conduct Parent/Guardian and Participant agree to conduct themselves with professionalism, courtesy, and respect at all times while participating in or attending Dragon Elite Activities. This includes appropriate conduct toward teammates, coaches, staff, opponents, officials, and spectators, as well as compliance with facility rules. Any conduct deemed inappropriate, unsportsmanlike, abusive, discriminatory, harassing, or detrimental to Dragon Elite's reputation or operations, as determined in Dragon Elite's sole discretion, may result in disciplinary action including immediate suspension or permanent removal from all Dragon Elite programs.

This clause applies to all conduct, whether in person or online, and includes conduct while wearing Dragon Elite apparel or representing Dragon Elite in any capacity.

9. Media, Image, and Marketing Release Consent The Parent or Legal Guardian ("Parent") of the Participant hereby grants to Dragon Elite, its affiliates, and authorized representatives the perpetual, irrevocable, worldwide, royalty-free right to record, photograph, use, reproduce, and publicly display the Participant's image, name, likeness, voice, signature, and biographical information (collectively, "Image and Marketing Rights") in any media format or platform, now known or later developed.

This grant includes, without limitation, the use of such Image and Marketing Rights for promotional, marketing, educational, training, fundraising, and public relations purposes, including but not limited to brochures, websites, social media, advertisements, newsletters, digital content, and instructional materials.

Dragon Elite shall have the unrestricted right to repurpose and adapt these materials for internal and external use in connection with its programming, events, and brand. This release does not

DRAGONS ELITE ATHLETICS, LLC
Waiver and Release of Liability

include the right to license or transfer such Image and Marketing Rights to unaffiliated third parties for commercial purposes unrelated to Dragon Elite.

The Parent expressly waives any right to inspect or approve the final use or content in which the Participant's Image and Marketing Rights may appear and further waives any right to compensation in connection with such use. The Parent releases and discharges Dragon Elite, its officers, agents, and affiliates from any and all claims, causes of action, or liability arising out of or relating to such use, including but not limited to claims for invasion of privacy, misappropriation, or defamation.

10. Limitation of Liability TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DRAGON ELITE OR THE RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PARTICIPANT'S INVOLVEMENT IN THE ACTIVITIES. THE TOTAL LIABILITY OF DRAGON ELITE AND THE RELEASED PARTIES SHALL NOT EXCEED THE TOTAL FEES PAID BY THE PARENT/GUARDIAN FOR THE PARTICIPANT'S INVOLVEMENT IN THE APPLICABLE ACTIVITY.

11. Dispute Resolution and Arbitration Any controversy, dispute, or claim arising out of or relating to this Agreement, the Participant's participation in the Activities, or any interaction with Dragon Elite, shall be submitted to confidential, binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Arbitration shall take place in Palm Beach County, Florida before a single neutral arbitrator. The arbitrator's decision shall be final, binding, and enforceable in any court of competent jurisdiction. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION.

12. Severability If any provision of this Agreement is found by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such provision shall be modified to the least extent necessary to render it valid and enforceable, and the remainder of the Agreement shall remain in full force and effect.

13. Governing Law and Jurisdiction This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of law. Any legal action not subject to arbitration shall be brought exclusively in the state or federal courts located in Palm Beach County, Florida. The parties irrevocably consent to the jurisdiction and venue of such courts.

14. Entire Agreement and Binding Effect This Agreement contains the entire understanding between the parties concerning its subject matter and supersedes all prior and contemporaneous agreements or representations. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns.

15. Acknowledgment and Execution BY SIGNING BELOW, PARENT/GUARDIAN ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND ITS

DRAGONS ELITE ATHLETICS, LLC
Waiver and Release of Liability

TERMS, AND ENTER INTO IT VOLUNTARILY AND WITHOUT RELIANCE ON ANY REPRESENTATIONS NOT EXPRESSLY CONTAINED HEREIN. PARENT/GUARDIAN AFFIRMS THAT THEY ARE LEGALLY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTICIPANT.

Participant Name: _____

Parent/Guardian Name: _____

Signature: _____

Date: _____