

## **ATHLETIC WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**



There are certain inherent risks associated with participating in sports and/or athletic training that cannot be eliminated. These risks include but are certainly not limited to: (1) minor injuries such as scratches, cuts, bruises and strains; and (2) major injuries such as injuries to the eyes, infection, loss of sight, joint injuries, back injuries, heart attacks, concussions, paralysis, and death. Also included in these risks are the same or similar injuries that might result from using training equipment, actual use of field or training facilities, the acts of others or from the unavailability of emergency staff or emergency medical care (hereinafter we shall define all of these risks and potential injuries as "Risks") All of these risks will be present in the activities that you and/or your minor will be participating in at any and all Titan Athletics LLC events (the "Activities"). HAVING READ THIS PARAGRAPH and having the appreciation for you and an UNDERSTANDING OF THESE RISKS, you hereby affirm that you and/or your minor's participation in these Activities is voluntary and that you agree on behalf of yourself and your minor to all of the following:

1. **ASSUMPTION OF RISK:** I, on behalf of myself and/or my minor, ASSUME ALL OF THESE RISKS THAT MAY OR CAN ARISE OUT OF PARTICIPATING IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE ATHLETIC ACTIVITY ITSELF, USE OF THE EQUIPMENT, FIELD OR FACILITIES, THE ACTS OF OTHERS OR THE UNAVAILABILITY OF EMERGENCY CARE, as well as those Risks described in the preceding paragraph.
2. **INDEMNITY/HOLD HARMLESS:** I, on behalf of myself and/or my minor and/or our heirs, personal representatives and/or assigns, also agree to indemnify and hold Titan Athletics LLC, as well as their affiliates, parents, subsidiaries, assigns, partners, attorneys, members, employees, independent contractors, shareholders, officers, directors, and agents or any producers, investors, or any other person or entity (hereinafter referred to as "Releasees") associated in any way with the ownership, operation or affiliation with recreational facilities and the creation/production or distribution of Titan Athletics LLC-related marketing content on any Titan Athletic LLC-owned website, harmless from any and all claims, causes of actions, lawsuits, arbitrations or proceedings, and settlements, as well as from any judgments, costs, fees, damages, expenses and/or liabilities, including attorneys' fees incurred in defending or prosecuting any such claims brought against Titan Athletics LLC as the result of my or my minor's participation in the Activities. I hereby allow Titan Athletics LLC to use my minor's image or likeness without current or future compensation for marketing purposes related to Titan Athletics LLC.
3. **RELEASE/WAIVER:** In consideration for being permitted to participate in the Activities, I, on behalf of myself and/or my minor and/or our heirs, personal representatives and assigns HEREBY RELEASE, WAIVE AND DISCHARGE Titan Athletics LLC as well as their affiliates, parents, subsidiaries, assigns, partners, attorneys, members, employees, independent contractors, shareholders, officers, directors, and agents or any producers, investors, or any other person or entity (hereinafter referred to as "Releasees") from any and all liability associated with or related to my or my minors's participation in the Activities and agree NOT TO SUE Titan Athletics LLC for any reason resulting from or associated with my or my minors participation in the Activities. This waiver and release are intended to include all claims for injuries, accidents, illnesses, or property loss, whether known or unknown or anticipated or unanticipated, which are in any way related to or associated with the Activities.
4. **NO INSURANCE:** I, on behalf of myself and/or my minor, acknowledge that Titan Athletics LLC does not provide medical or accident insurance coverage for participants. I am responsible for any medical expenses incurred by myself and/or my minor.

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- 5. LEGAL RIGHT: I, on behalf of myself and/or my minor, understand and acknowledge that I/we are surrendering legal rights in this agreement.
- 6. SEVERABILITY: I, on behalf of myself and/or my minor, understand and expressly agree that this agreement is intended to be as broad and inclusive as permitted by the law of the State for which it is used and that in any portion of this agreement is held invalid, it is agreed that the balance of the agreement shall continue in full force and effect and that whatever portion is held invalid shall be interpreted and construed to afford as much protection to Titan Athletics LLC as permitted by the applicable law.
- 7. PARTICIPANT CONDUCT CLAUSE: I, on behalf of myself and/or my minor, understand that Titan Athletics LLC reserves the right to to remove any participant whose behavior is unsafe, disruptive, or inappropriate without refund.
- 8. MEDICAL AUTHORIZATION: I, on behalf of myself and/or my minor, give permission to Titan Athletics LLC and its staff to obtain emergency medical treatment for my child if I cannot be reached. I understand that I am responsible for any medical costs incurred.
- 9. ATHLETE DATA AND RECRUITING PLATFORM AUTHORIZATION: I, on behalf of myself/or my minor, give permission to Titan Athletics LLC and its staff to collect, store, use, and distribute the participants’s personal, athletic, and academic information in connection with Titan Athletics LLC programs and services. This includes, but is not limited to name, school, graduation year, position, height, weight, other physical measurements, verified athletic performance metrics (including but not limited to 40-yard dash, shuttle, vertical jump, and related combine data.), self-reported academic information (Including GPA and class rank), photographs, video recordings, and athletics performance footage. I understand and agree that this information may be displayed on Titan Athletics LLC websites, platforms, and athlete databases. I understand and agree that this information may be shared with college coaches, recruiters, and athletic programs for evaluation and recruiting purposes. Social media handles are included on athlete profiles only with participant consent. I acknowledge that Titan Athletics LLC does not guarantee recruitment, scholarship offers, or placement opportunities as a result of participation or inclusion in its platform. I further understand that while Titan Athletics LLC takes reasonable steps to protect data, it cannot guarantee complete security of information shared online. By signing this waiver, I provide informed consent for the use of participants data as described above.

Participants Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE – (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

**CONSENT AND RELEASE ON BEHALF OF MINOR**

I am the parent and/or legal guardian of the above-named minor participant. I have read this agreement thoroughly and understand all of the terms and conditions. I understand that I am surrendering legal rights on behalf of the minor and myself. I, on behalf myself and my minor, agree to be bound by all of the terms of this agreement and also give my consent to allow my minor to participate in the Activities described herein. I release and agree to indemnify and hold harmless the Releasees from any kind and all liabilities incident to my minor child’s involvement or participation in these program as provided above, even if arising from the negligence of the Releasees to the fullest extent permitted by law.

Parent/Guardians Name \_\_\_\_\_ Relationship to Minor \_\_\_\_\_

Parent/Guardian’s Signature \_\_\_\_\_ Date \_\_\_\_\_

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**Emergency Contact/Medical Information**

Emergency Contact Name \_\_\_\_\_ Relationship \_\_\_\_\_

Emergency Contact Phone Number \_\_\_\_\_

Health Insurance Carrier \_\_\_\_\_ Policy Number \_\_\_\_\_

Do you or your minor use/have any of the following:

- Asthma
- Requires Inhaler
- Severe Allergies (food, insects, etc.)
- Requires EpiPen
- Heart Condition
- Other Medical Conditions: \_\_\_\_\_