

UNLIMITED SPORTS ACTION INC. PHOTO / AUDIO / VIDEO CONSENT FORM

I, the undersigned, do hereby consent to the use by UNLIMITED SPORTS ACTION INC., any of its affiliates, subsidiaries, licensees and assigns, of the participation and appearance including, but not limited to the image, voice, or both, and any actions or statements of the minor child under the age of 18 in (1) any and all video, photograph, or audio recording at a UNLIMITED SPORTS ACTION INC. program or activity; and (2) any video, photograph, or audio recording reproduced either in whole or in part from the video, photograph or audio recording described above, regardless of whether these materials are used for fund raising, marketing, advertising, publicity, or any other purpose on behalf of either UNLIMITED SPORTS ACTION INC. or any of its affiliates, subsidiaries, licensees and assigns.

I hereby grant UNLIMITED SPORTS ACTION INC. title and all rights, including any copyright and trademark rights, to the recordings made of the minor child by UNLIMITED SPORTS ACTION INC. I agree that all such recordings and any reproductions thereof, and all plates, negatives, recording tape, and digital files shall be and remain the sole and exclusive property of UNLIMITED SPORTS ACTION INC.

In addition, I hereby understand and agree that UNLIMITED SPORTS ACTION INC. may edit, re-record, create derivative works of, duplicate, reproduce, copyright, sell, broadcast, publicly display, publicly perform, and/or distribute the recordings whether in whole or in part, for any purpose as determined in the sole discretion of UNLIMITED SPORTS ACTION INC.

In addition, I waive all claims to compensation and damages based on the use of such minor's image or voice, or both, by either UNLIMITED SPORTS ACTION INC. or any of its affiliates, subsidiaries, licensees and assigns, including, but not limited to, actions in the form of copyright, trademark, or tort. I also waive any right to inspect or approve the finished photograph or video or audio recording.

I understand that this consent is perpetual, that I may not revoke it, and that it is binding on the minor, our heirs and assigns. UNLIMITED SPORTS ACTION INC. shall have the irrevocable right, at its sole discretion, to assign this agreement or any rights, duties and obligations hereunder to any party or entity.

I warrant that I am the parent or legal guardian of the minor described below and have the full right and authority to grant this consent on behalf of such minor.

I warrant that I am at least 18 years of age and that I am competent in my own name insofar as this consent is concerned. I further attest that I have read this consent form and fully understand its contents.

LIABILITY WAIVER AND RELEASE

DISCLAIMER: UNLIMITED SPORTS ACTION, INC. AND ITS EMPLOYEES ARE NOT RESPONSIBLE FOR ANY INJURY, INCLUDING DEATH, OR LOSS OF PROPERTY TO ANY PERSON SUFFERED WHILE PARTICIPATING IN A UNLIMITED SPORTS ACTION INC. PROGRAM AND ITS FACILITIES FOR ANY REASON INCLUDING BUT NOT LIMITED TO THE UTILIZATION OF ANY EQUIPMENT OR THE PLAYING, PRACTICING OR SPECTATING OF ANY ACTIVITY OCCURRING IN A UNLIMITED SPORTS ACTION, INC PROGRAM OR ACTIVITY.

In considering my participation in a UNLIMITED SPORTS ACTION, INC. program or activity I hereby forever waive and relinquish any and all claims I have as a result of participation in any UNLIMITED SPORTS ACTION, INC. program or activity, and covenant not to sue UNLIMITED SPORTS ACTION, INC. its officers, directors, employees, representatives, agents, and lessees from any and all present and future claims resulting from ordinary negligence and inherent risk of use of the facilities and equipment UNLIMITED SPORTS ACTION, INC. including but not limited to any loss, injury, damage, or liability

sustained by me or my child while in, or travelling to or from, a UNLIMITED SPORTS ACTION, INC. program or activity.

I fully understand and agree that the terms “I,” “me,” and “my,” refer to parents or guardians and participants in any UNLIMITED SPORTS ACTION, INC. program or activity.

I fully understand and agree that the terms “participation,” “program,” and “activities” referred to in this agreement include all exercises and physical movements of any nature while I or my child are participating in any UNLIMITED SPORTS ACTION, INC. program or activity, and further include any transportation, vehicular or otherwise, to or from any UNLIMITED SPORTS ACTION, INC. program or activity.

I am fully aware and understand that UNLIMITED SPORTS ACTION, INC. does not have on or employ or contract with any medical services, provisions for ordinary or emergency services including but not limited to emergency cardiovascular assistance.

I am fully aware and understand that all athletic activities involving physical exertion or potential body contact are hazardous recreational activities and involve substantial risks of injury and death.

I certify that I am physically fit and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in any UNLIMITED SPORTS ACTION, INC. program or activity.

I am fully aware and understand that any UNLIMITED SPORTS ACTION, INC. program or activity may carry with it the potential for death, serious injury, disability, and personal loss. The risks may include, but are not limited to, those caused by the environment, terrain, the condition of facilities and equipment, the rules of play, temperature, weather, condition of participants, vehicular traffic, lack of hydration, and actions or inaction of other people including, but not limited to, participants, employees, volunteers, and spectators.

I agree that immediately prior to participating in any UNLIMITED SPORTS ACTION, INC. program or activity I will inspect the facilities and equipment to be used and if any defect is apparent, I or my child will not use the facility or equipment and I will notify the management of the club/facility of the defect.

I further agree that if I am not knowledgeable in the proper use of the club’s facilities or equipment I or my child will obtain proper instruction for the correct use of such facility or equipment from a qualified individual before I or my child will use the facility or equipment.

I further agree to indemnify and hold harmless UNLIMITED SPORTS ACTION, INC. its officers, directors, employees, representatives, agents, and lessees for any and all claims arising from my involvement in or receiving instruction in any UNLIMITED SPORTS ACTION, INC. program or activity, and further include any and all claims arising from any transportation, vehicular or otherwise, to or from any UNLIMITED SPORTS ACTION, INC. program or activity.

I assume all the foregoing risks and accept personal responsibility for any damages and loss of property, injury, permanent disability or death as a result of participating, in any manner, in any and all activities connected with or associated with any UNLIMITED SPORTS ACTION, INC. program or activity, and further include any damages and loss of property, injury, permanent disability or death as a result of any transportation, vehicular or otherwise, to or from any UNLIMITED SPORTS ACTION, INC. program or activity.

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of Unlimited Sports Action programs and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS (insert name of sports organization) their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

I UNDERSTAND THE NATURE OF ALL UNLIMITED SPORTS ACTION, INC. PROGRAMS AND ACTIVITIES AND I HAVE FULLY READ AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AND SIGN VOLUNTARILY.