DIAMOND SPORTS ACADEMY, L.L.C.

WAIVER, RELEASE FROM LIABILITY AND ASSUMPTION OF RISK AGREEMENT

Participants under the age of 18 must complete and execute Part "A" and have a parent or guardian complete and execute Parts "A" and "B." Participants that are 18 and older must complete and execute Part "A" only.

PART "A"

PARTICIPANT WAIVER, RELEASE FROM LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of being permitted to participate in any way in the Activities (as defined below), the undersigned, for himself/herself and his/her personal representatives, parents, children, heirs, assigns and estate:

1. ACKNOWLEDGES that the term “Activities” when used herein means any field activity, court activity, competitions, physical training and any other event or activity offered, allowed, sponsored, provided, or facilitated by Diamond Sports Academy, L.L.C., or any of its managers, members, officers, employees, volunteers, representatives or agents (collectively, the “Academy”).

2. RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Academy, any other participants, operators, owners and lessees of premises used to conduct any of the Activities, and their respective directors, managers, officers, members, shareholders, employees, representatives and agents (collectively, the "Releasees"), from all liability to the undersigned or to the undersigned's personal representatives, parents, children, heirs, assigns and estate for any and all damage, and any claims or demands on account of injury to the person or property of the undersigned or resulting in the death of the undersigned, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, relating to or arising from any of the Activities.

3. AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS the Releasees and each of them from any claim, loss, liability, damage, or cost (including litigation expenses and attorneys fees) they may incur due to the undersigned in any way participating in any of the Activities and ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to THE NEGLIGENCE OF RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS relating to or arising from any of the Activities.

4. ACKNOWLEDGES that the Activities entail known and unanticipated risks that could result in physical, emotional, social or economic injury, serious bodily injury, permanent disability, paralysis, damage or death to the undersigned, to property or to third parties and acknowledges that the undersigned is aware that while particular rules, equipment and personal discipline may reduce these risks, these risks still exist and cannot be eliminated without jeopardizing the essential qualities of the Activities. The undersigned acknowledges that the foregoing risks include, but are not limited to: collisions, contact with projectiles, latent or apparent defects or conditions in equipment or property, acts or omissions of the Releasees including other participants, the undersigned’s physical condition, the undersigned’s acts or omissions and first-aid or emergency treatment or other medical services rendered.

5. AGREES to comply with any stated and customary terms and conditions for participation and agrees that if an unusual hazard is observed during participation by the undersigned in any of the Activities, the undersigned will immediately remove himself/herself from participation and bring such hazard to the attention of the nearest agent of the Academy.

6. AGREES and represents to the Academy that the undersigned is knowledgeable about the nature of the Activities, is qualified, in good health and proper physical condition to participate in any and all of the Activities, and is participating in the Activities voluntarily.

7. AGREES that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State in which the Activities are conducted and that if any portion of this Agreement is held invalid, it is agreed that the remaining provisions of this Agreement shall continue in full legal force and effect.

THE UNDERSIGNED HAS READ THIS WAIVER AND RELEASE FROM LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT SUBSTANTIAL RIGHTS
ARE GIVEN UP BY SIGNING IT, AND SIGNS IT FREELY AND VOLUNTARILY. The undersigned further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

THE UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIVITIES.

Participant:
Name:___________________________________ Signature:_____________________________________
Date:____________________________________ Team Name:_________________________________

Parents/Guardians (If Applicable)
Name:___________________________________ Signature:_____________________________________
Date:___________________________________
Name:___________________________________ Signature:_____________________________________
Date:___________________________________

PART "B"
PARENT/GUARDIAN WAIVER AND RELEASE FROM LIABILITY

The undersigned, the parent(s) and natural guardian(s) or legal guardian(s) of the participant named above (the “Participant”), hereby represent that he/she/they is (are), acting in such capacity, agree to defend, save, hold harmless and indemnify each and all of the Releasees (as defined above) from any and all claims, losses, liabilities, damages and costs (including litigation expenses and attorneys fees) relating to or arising from the Participant’s involvement or participation in the Activities (as defined above) EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, to the fullest extent permitted by law. Without limiting the generality of the foregoing, the undersigned further agree(s) to indemnify and hold harmless the Releasees from any claim, loss, liability, damage and cost (including litigation expenses and attorneys fees) relating to or arising from the Activities EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, brought, instituted or caused by the Participant, any other parent or guardian of the Participant, or any personal representative, child, heir, assign or estate of any of them.

As parent(s) and natural guardian(s) or legal guardian(s) of the Participant with intimate knowledge of the Participant, the undersigned hereby acknowledge(s), agree(s) with and confirm(s) the acknowledgments, agreements and representations made by the Participant in the Participant’s waiver, release from liability and assumption of risk agreement above as if the same were set forth directly herein.

THE UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIVITIES.

Parent/Guardian
Name:___________________________________ Signature:_____________________________________
Date:____________________________________ Relationship to Minor:___________________________

Parent/Guardian
Name:___________________________________ Signature:_____________________________________
Date:____________________________________ Relationship to Minor:___________________________