



PLEASE CAREFULLY READ AND CONSIDER BEFORE YOU REGISTER YOUR CHILD FOR SPORTANALYTIK EVENT. BY CHECKING THE BOX DURING ONLINE REGISTRATION OR SIGNING BELOW AT THE EVENT IF REGISTERING AT THE EVENT, YOU ARE AGREEING THAT YOU ARE THE PARENT/LEGAL GUARDIAN OF THE CHILD WHOM YOU ARE REGISTERING, AND YOU ARE AGREEING ON BEHALF OF YOUR CHILD TO THE FOLLOWING:

WAIVER OF LIABILITY/INDEMNIFICATION AGREEMENT ("AGREEMENT"). THIS AGREEMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR RIGHTS AND THOSE OF YOUR CHILD AND WILL LIMIT YOUR AND YOUR CHILD'S ABILITY TO BRING FUTURE CLAIMS, DEMANDS, LEGAL ACTION, OR CAUSE OF ACTION.

SportAnalytik event (the "event") involves strenuous physical activities, such as running, sprinting, throwing, and jumping. Child must be in good physical condition and should not suffer from any conditions which would prevent a person from safely participating in the event. Parents and child are strongly encouraged to consult with their medical providers before participating in the event if they have any concerns as to whether they can safely participate in it. Due to the strenuous physical activities and involvement of other event participants, parents and child must understand that the event carries with it inherent risks of physical injury. Such inherent risks include, but are not limited to, encounters with obstacles, equipment-related hazards (e.g., unexpected equipment failure, imperfect facility conditions, or defective or inadequate equipment), weather-related hazards (e.g., extreme heat, extreme cold, humidity), inadequate or negligent first aid and/or emergency measures, or problems created by other event participants.

Parents, please understand that by registering your child, you are entering your child into a binding legal agreement involving legal terms and conditions, including a waiver of liability and an indemnification.

WAIVER OF LIABILITY

In consideration of being allowed to participate in the event at the selected event site and recognizing the inherent risks of physical injury involved in participating in the event, you, and your spouse/legal domestic partner, heirs, next of kin, personal representatives, executors, administrators, successors, or assigns, and you, on behalf of your child and their heirs, next of kin, personal representatives, executors, administrators, successors, or assigns, (collectively, the "Event Participant") hereby FULLY RELEASE AND FOREVER DISCHARGE the event (i.e. SportAnalytik Sports Day), SportAnalytik USA, Inc. ("SA USA"), the event site owner, the event site operator, the event's and SA USA's sponsors and vendors, and the event's, SA USA's, event site owner's, event site operator's, and the event's and SA USA's sponsors' and vendors' respective principals, members, officers, directors, shareholders, employees, contractors, suppliers (including equipment suppliers), volunteers, agents, affiliates, successors, and assigns (collectively, the "Released Parties") from any and all past, present, and future claims, demands, legal actions, and causes of action for negligence arising out of or relating to the event, whether known or unknown, anticipated or unanticipated, now existing or hereafter arising, including any such claims, demands, or causes of action for personal injury, emotional injury, property damage, or death. Event Participant understands and agrees that the event is not an essential public service and that this Agreement is not a "take-it-or-leave-it" agreement. That is, Event Participant does not need to participate in the event and is free to try to find an event that does not require a waiver of liability. If Event Participant does not want to enter into this Waiver of Liability, then before agreeing to this Agreement or participating in the event, Event Participant shall notify an event director at info@sportanalytik.com no later than 12 hours after registering for the event in which the Event Participant will be participating or 12 hours before said event, whichever is earlier, that Event Participant does not want to enter into this Waiver of Liability and is willing to make a good faith effort to negotiate the Waiver of Liability. For those Event Participants registering the day of the event, before signing this Agreement or participating in the event, Event Participant shall notify an event director at the event in which the Event Participant will be participating that Event Participant does not want to enter this Waiver of Liability and is willing to make a good faith effort to negotiate the Waiver of Liability. This is a condition precedent to any attempt by an Event Participant, whether pre-registering or registering day of, to try to participate in an event without entering this Agreement or try to avoid the Waiver of Liability if Event Participant checks the box agreeing to or signs this Agreement.

INDEMNIFICATION

Event Participant agrees to DEFEND, INDEMNIFY, and HOLD HARMLESS the Released Parties from and against (1) any and all claims by Event Participant arising out of or relating to Event Participant's involvement or participation in the event and (2) any and all claims, demands, legal actions, or causes of action by other event participants, the event site owner, the event site operator, rescuers, or others arising out of or relating to Event Participant's actions or inactions at, during, or after the event.

OTHER TERMS AND CONDITIONS

"OR." Event Participant understands and agrees that the word "or," as used throughout this Agreement, is used in both the conjunctive and disjunctive senses of that word.

RIGHT TO USE LIKENESS. Event Participant hereby grants the event and SA USA, as well as the event's and SA USA's sponsors and vendors, and all of their successors, assigns, and designees the right to use Event Participant's name, voice, signature, photograph, video, and likeness for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. The Event Participant understands and agrees that the event and SA USA, as well as the event's and SA USA's sponsors and vendors, and all of their successors, assigns, and designees have the full right to sell and profit from the commercial use of Event Participant's name, voice, signature, photograph, video, and likeness.

VENUE AND CHOICE OF LAW. Event Participant agrees that in the event a dispute arises between the Event Participant and any of the Released Parties in connection with this Agreement, the dispute shall be submitted to binding arbitration before an arbitrator selected by with the SA USA. Whether in arbitration or circuit court, the law of the state where the event in which the Event Participant participated shall apply.

ENTIRE AGREEMENT. Event Participant understands and agrees that this Agreement (1) constitutes the entire agreement between the Event Participant and Released Parties and all terms in this Agreement are contractually binding and not mere recitals; (2) supersedes any prior oral or written agreements or communications on the subject matter addressed herein; (3) cannot be modified or changed in any way by any oral or written representations or statements of any employee or agent; and (4) can only be modified or changed through a subsequent written agreement signed by both Event Participant and the Managing Director of SA USA.

SEVERABILITY. Event Participant understands and agrees that nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained in this Agreement and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

I UNDERSTAND THAT BY CHECKING THE BOX THROUGH THE EVENT REGISTRATION AGREEING TO THIS AGREEMENT OR SIGNING THIS AGREEMENT, I AM AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF MYSELF AND MY CHILD:

SIGNATURE REQUIRED ONLY FOR THOSE REGISTERING THE DAY OF THE EVENT AND NOT REGISTERING THROUGH WEBSITE.

Child's Full Name (PRINT) _____

Parent/Legal Guardian Name (PRINT) _____

Parent/Legal Guardian Signature _____ Date _____