

## RELEASE AND INDEMNITY AGREEMENT

Athlete Name ("Athlete"): \_\_\_\_\_ Parent/Legal Guardian Name: \_\_\_\_\_

1. I/we represent that I am not under the influence of any chemical substance, including alcohol, and will not allow Athlete to be under any such influence during any of Athlete's participation in training events, sessions, online workouts, camps, or clinics ("Training") being run by Sport Progression.
2. In consideration of allowing the participation of Athlete in any Training run by Sport Progression, I/we, to the extent permitted by law, hereby release and agree to indemnify and save harmless Sport Progression, its successors, assigns, members, managers, officers, agents, volunteers and employees from all claims, including liability for personal injury of Athlete of whatever kind, property damage, and loss of life or property arising out of said Training. Furthermore, I acknowledge that there are risk inherent in the participation by Athlete in such Training and I fully assume all such risks, hazards, and losses which are connected with such Training, including all risks for any known or unknown medical or physical condition of Athlete. I represent to Sport Progression that Athlete has no physical or mental condition that will prevent Athlete from safely participating in the Training, and that at the time of the Training Athlete will not be under the influence of alcohol or drugs, including over the counter or prescription drugs.
3. I have read this release and indemnity agreement and know that the Training and the location of the Training are potentially dangerous and in consideration of Athlete's participation in this Training, I for myself and anyone entitled to act on my behalf waive all claims, including future claims, and release Sport Progression, its successors, assigns, members, managers, officers, agents, volunteers and employees from all claims and liabilities of any kind arising out of Athlete's participation in this Training. This release does not, however, apply to any harm caused by the willful misconduct of Sport Progression.
4. Sport Progression, its successors, assigns, members, managers, officers, agents, volunteers and employees makes no representation, express or implied, as to outcome or results for Athlete participating in the Training.
5. I/WE SHALL INDEMNIFY, HOLD FREE AND HARMLESS, ASSUME LIABILITY FOR, AND DEFEND SPORT PROGRESSION, ITS SUCCESSORS, ASSIGNS, MEMBERS, MANAGERS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES FROM ANY AND ALL COSTS AND EXPENSES INCLUDING BUT NOT LIMITED TO, ATTORNEYS' FEES REASONABLE INVESTIGATION AND DISCOVERY COSTS, COURT COSTS, AND ALL OTHER SUMS WHICH THE SAID ENTITIES AND PERSONS MAY PAY OR BECOME OBLIGATED TO PAY ON ACCOUNT OF ANY, ALL AND EVERY DEMAND FOR CLAIM OR ASSERTION OF LIABILITY, OR ANY CLAIM OR ACTION FOUNDED THEREON, ARISING OR ALLEGED TO HAVE ARISEN OUT OF THE USE OF REAL OR PERSONAL PROPERTY BELONGING TO SPORT PROGRESSION, ITS SUCCESSORS, ASSIGNS, MEMBERS, MANAGERS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES. THIS INDEMNITY INCLUDES ANY AND ALL CLAIMS, HOWEVER ASSERTED, ON BEHALF OF Athlete.
6. COVID-19 NOTICE, WARNING and RELEASE. Any activity which places you or your children in proximity to other people carries the risk of infection from the covid-19 virus. Also, no facility is safe from contamination by the virus and might expose you or your children to infection. I acknowledge the risk of infection for me and my children from participating in Sport Progression Training and use of Sport Progression facilities, and to the extent permitted by law waive any claims I may have, or my children may have, from participating in Training and use of Sport Progression facilities. I AGREE TO INDEMNIFY AND HOLD HARMLESS SPORT PROGRESSION AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES AND OWNERS FROM ANY AND ALL CLAIMS HELD OR OWNED BY MY

CHILDREN, INCLUDING ANY CLAIMS FOR MEDICAL EXPENSES, MENTAL ANGUISH, PHYSICAL PAIN AND SUFFERING, DISABILITY OR DEATH, AND ATTORNEY'S FEES, COSTS, AND EXPENSES ARISING FROM OR RELATED TO LITIGATION.

7. This Agreement cannot be amended or otherwise modified except as agreed to in writing by each of the parties hereto.
8. This Agreement shall be governed by the laws of the State of Texas without regard to conflict of laws provisions. Each party acknowledges and stipulates that this agreement has a significant nexus with the State of Texas. The exclusive venue for any action, claim, lawsuit, mediation, or arbitration arising from or related to this agreement shall be in El Paso County, Texas.
9. All claims and disputes of any nature relating to or arising under this agreement, any performance of duties relating to or arising under this agreement, any negotiations prior to the agreement, and any representations prior to or after the execution of this agreement shall be subject to arbitration. The parties shall agree on an arbitrator, and if unable to do so, either party may apply to a District Court of El Paso for appointment of an arbitrator. The arbitrator shall determine arbitrability and set his or her procedures and fee. Each party shall bear their own arbitration fees and attorney's fees, costs and arbitration expenses of any type and the arbitrator shall not have the power to allocate arbitration fees, attorney's fees, costs or arbitration expenses. This arbitration agreement shall survive any execution of this agreement, any merger or integration clause, and shall continue to inure to the benefit of both parties hereto for all purposes. The parties hereto stipulate and agree that this agreement affects interstate commerce.
10. Sport Progression does not warrant the condition, status, or safety of any equipment, facility or property owned or managed by a third party and used by or for the Training.

Agreed to and Accepted \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_

**If Athlete is a minor:**

Athlete's Parent or Legal Guardian's Signature(s): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

\*\*\* Please add me to the local event email list: \_\_\_ yes \_\_\_ no thanks