

RELEASE AND WAIVER FOR MINOR PARTICIPANT

BY PARENT OR LEGAL GUARDIAN

EWA Sports

RELEASE OF LIABILITY, AGREEMENT NOT TO SUE, INDEMNIFICATION AGREEMENT,

EXPRESS ASSUMPTION OF RISK

THIS AGREEMENT AFFECTS LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING. IF YOU ARE UNWILLING TO SIGN THIS RELEASE AND WAIVER, THE MINOR HAS NO RIGHT TO PARTICIPATE OR ENGAGE IN ANY ACTIVITY ASSOCIATED WITH EWA SPORTS.

By signing this Agreement, I acknowledge that I understand this activity involves risk injury and in rare situations death, as a result of the nature of athletic competition, training, dangerous weather, injuries related to physical health and injury or death from causes that can be foreseen and that may be unforeseen and that may or may not be listed in this Release and Waiver.

In consideration of the license for the minor to enter any facility where EWA Sports may operate to engage in athletic competition including games, practices, or other activities, and to permit the minor participant to participate in EWA Sports programs and activities at those facilities, I for myself, my spouse, my heirs, assigns, executors, legal representatives, trustees, and all persons claiming an interest under me, and as the minor's parent or legal guardian, for the minor, the minor participant's heirs, assigns, executors, legal representatives, trustees, and all persons claiming an interest under the minor, hereby agree as follows:

1. I agree for myself and on behalf of the minor participant to **ASSUME ANY AND ALL RISKS** involved in or arising from my presence and participation in all EWA Sports programs and activities at any facility EWA Sports may occupy, including but not limited to the risks of falling, fractures, bruises, cuts, abrasions, concussions, dangerous weather, injuries due to physical fitness or conditioning, negligence of others, death, bodily injury, psychological injury, pain and suffering, weather-related injuries, injuries caused by other participants, and consequential damages including but not limited to medical expenses and loss of income. I for myself and on behalf of the minor participant voluntarily and expressly assume all such risk.

2. I agree for myself and on behalf of the minor participant to **RELEASE** and forever discharge EWA Sports, a Tennessee non-profit corporation, its Board of Directors, volunteers, coaches, members, attorneys, staff, employees, affiliates, and partners, in law and in equity, from all risks, demands, claims, and consequences of entering any facility or

participation in any program or activity of EWA Sports, including but not limited to physical and psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), medical expense, lost income, economic or emotional loss, and death, whether or not caused by the negligence or fault of EWA Sports or any of its Directors, volunteers, coaches, members, attorneys, staff, employees, affiliates, partners, others action on behalf of EWA Sports, other participants, or strict liability. I understand that these injuries or outcomes may arise from the minor participant's own or others' negligence, weather events and conditions, and unforeseen conditions arising from the activities associated with EWA Sports.

3. I agree for myself and on behalf of the minor participant NOT TO SUE and to INDEMNIFY, DEFEND, AND HOLD HARMLESS, EWA Sports, a Tennessee non-profit corporation, its Board of Directors, volunteers, coaches, members, attorneys, staff, employees, affiliates, and partners, in law and in equity against any and all claims, suits or actions of any kind, whatsoever, for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees, costs of defense, and any related costs, if litigation or the threat of litigation arises pursuant to any claims made by me or by anyone else acting on my behalf or on behalf of the minor participant. If I make any such claim or any such claim is made by anyone on my behalf or on behalf of the minor participant or as a consequence of the minor participant's participation in activities at any facility EWA Sports may operate, I agree for myself and on behalf of the minor participant to reimburse all such costs and liability to the person or entity who incurs such costs or liability from such suits, claim, demands or actions of any kind.

4. I acknowledge for myself and on behalf of the minor participant that EWA Sports, and its Board of Directors, volunteers, coaches, members, attorneys, staff, employees, affiliates, and partners, are not responsible for errors, omissions, acts or failures to act on behalf of EWA Sports.

5. I agree for myself and on behalf of the minor participant that if I, my legal representatives, executors, trustees or anyone on my behalf, or if the minor participant, the minor participant's legal representatives, executors, trustees or anyone on behalf, of the minor participant should make a demand or claim, or file an action related to the minor participant's presence or participation with EWA Sports programs from the minor participant's activities at any facility in use by EWA, this Release and Waiver may be introduced as a complete defense and bar to any such action.

6. By signing this Release and Waiver and agreeing to permit the minor participant to participate in activities in any and all facility EWA Sports operates, I for myself and on behalf of the minor participant represent EWA Sports the following with the understanding

that EWA Sports is relying upon these representations and my agreement to this Release and Waiver to permit the minor participant to enter facilities of EWA Sports and to engage in programs and activities:

- a. I am able to read this Release and Waiver and understand the consequences of signing it. IF I CANNOT READ THIS RELEASE AND WAIVER DUE TO A VISUAL IMPAIRMENT OR MY FAILURE TO BRING READING GLASSES OR CONTACT LENSES, I WILL ASK SOMEONE TO READ THE RELEASE AND WAIVER TO ME AND ASSUME ALL RESPONSIBILITY FOR SUCH PERSON TO READ IT CORRECTLY AND IN FULL. I WILL NOT SIGN THE RELEASE AND WAIVER UNTIL I AM SATISFIED THAT I UNDERSTAND WHAT I AM SIGNING.
- b. I acknowledge that this activity will involve physical exertion and test the minor participant's physical limits. I understand that this activity will require the minor participant to follow instructions and to pay attention to the minor participant's own actions and the actions of others. I represent that the minor participant is capable of the physical and mental requirements for this activity.
- c. The minor participant is not pregnant. The minor participant has not had recent surgery or broken bones or muscle sprains. The minor participant does not have a back injury. The minor participant does not have any psychological condition that will prevent the minor participant from safely participating in the activity. The minor participant does not have any physical or mental condition that will expose the minor participant or anyone else to harm through the minor participant's participation in the activities in EWA Sports facilities. The minor participant is not taking any medication that will impair the minor participant's ability to follow instructions and to engage safely in EWA Sports programs and activities.
- d. I am an adult and legally competent to sign this Release and Waiver.
- e. I, another legal guardian, or adult designated by me must remain on the premises during any EWA Sports activity, game, or practice to maintain supervision and custody of my minor participant at all times and release EWA Sports from any obligation to provide such or to maintain any form of supervision or custody of the minor participant.
- f. I will provide and have on my person, or other legal guarding, or adult designated individual any such medical device or medication that may be required by the minor participant including items related to severe allergic reaction including any epinephrine autoinjector (EpiPen) for anaphylaxis and release EWA Sports from any obligation to provide on behalf of the minor participant.
- g. I and the minor participant will be supportive of and adhere to any and all EWA Sports Policies, including Codes of Conduct.

g. I am not under the influence of any medication, drugs or alcohol that affects my ability, or any limitation that prevents me in any way from understanding this Release and Waiver, following all safety instructions, or participating in activities related to EWA Sports.

h. I agree that this Release and Waiver contain all the terms of my agreement to release and waive liability as provided herein. I have not relied upon any verbal statement of any representative of EWA Sports not contained in this Release and Waiver or any other representation as to any matter provided herein.

Participant agree for myself and on behalf of the minor participant to release and forever discharge EWA Sports from any claim whatsoever, which arises or may arise on account of any first aid, treatment or service rendered for the minor participant or the decision of any agent or representative of EWA Sports to consent to medical treatment while the minor participant is on premises utilized by EWA Sports programs and activities, if I am unable to give such consent on the minor participant's behalf.

It is my intent that this Release and Waiver operate as a full release of all liability to the maximum extent permitted by law. This Release and Waiver shall be interpreted under the laws of the State of Tennessee. In the event that any provision of this Release and Waiver is determined to be unenforceable by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Release and Waiver. I agree for myself and on behalf of the minor participant that the court should sever such unenforceable provision from the Release and Waiver and modify the Release and Waiver to provide a full release of all liability to the extent permitted by law.

I understand and agree that the terms of this Release and Waiver shall be binding upon my spouse, my heirs, assigns, legal representatives, executor and trustee, and upon the heirs, assigns, legal representatives, executor and trustee of the minor participant and that it shall inure to the benefit EWA Sports, its successors, assigns, members, Board of Directors, volunteers, coaches, members, attorneys, staff, employees, affiliates, and partners.

In the event that any damage to equipment or facilities occurs as a result of my or the minor participant's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

PHOTO RELEASE

I agree for myself and on behalf of the minor participant to grant to EWA Sports its representatives, affiliates, members, volunteers, and staff the right to take photographs of me, my minor Participant, and my property in connection with the above-identified subject. I authorize EWA Sports, its assigns and transferees to copyright, use and publish the same in print and/or electronically.

I agree that EWA Sports may use such photographs with or without names and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

COVID - 19 Release

I, the undersigned, acknowledge the contagious nature of COVID-19 and agree for myself and on behalf of the minor participant to voluntarily assume all risks of exposure to, or infected by COVID-19 by the presence at and or participation in any EWA Sports activity and that exposure may result in personal injury, illness, permanent disability and death. I understand the risk of becoming exposed to or infected by COVID-19 at EWA Sports events may result from the actions, omissions, negligence of myself and others including but not limited to EWA Sports board of directors, staff, employees, volunteers, and participants and their families. I voluntarily agree for myself and on behalf of the minor participant to assume all of the foregoing risks and accept sole responsibility for any injury, illness, exposure, liability, or expense of any kind, that I may experience or incur in connection with my attendance at EWA Sports. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless EWA Sports and its board of directors, employees, volunteers, members, affiliates, and partners, of and from the claims, including all liabilities, claims, actions, damages, costs, expenses of any kind arising out of or to the relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, negligence of EWA Sports it's employees, board of directors, volunteers, members, affiliates, and partners whether a COVID-19 infection occurs before, during, or after participation at EWA Sports.