



WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

Participant's Name: _____

Age: _____

If Participant is under 18 - Parent/Guardian's Name: _____

I, the participant or the participant's parent/guardian, am executing this Waiver of Liability, Assumption of Risk, and Indemnification Agreement ("Agreement") with the intentions of legally binding myself, Participant, and any other parent or legal guardian of Participant, and by initialing each provision, hereby acknowledge and agree to the following:

1. Authority: As the Participant, parent, or legal guardian of Participant, I have the authority to execute this agreement on his/her behalf, and on behalf of any other parent or legal guardian of Participant, and I hereby grant my permission for Participant to use Clutch Athletics, LLC's ("Clutch") facilities and to participate in Clutch athletic activities.

Initial

2. Acknowledgement of Risk: On behalf of myself, Participant, and any other parent or legal guardian of Participant, I hereby understand and acknowledge that:

(a) Physical activity, by its nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Specific injuries and risks vary from one activity to another. There is a potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions/inactions of other people, including but not limited to, participants, volunteers, spectators, coaches, event officials, and/or producers of the event. (b) Participant's use of Clutch facilities LLC and participation in Clutch sports training

activities creates a potentially dangerous situation in which my child's property is susceptible to damage and my child is at risk for serious bodily injury.

3. Assumption of Risk: On behalf of myself, Participant, and any other parent or legal guardian of Participant, I hereby acknowledge and agree that the list of risks identified in section 2 is not complete and exhaustive; and that I freely and voluntarily signed up and paid for my child's use of Clutch Athletics' practice facility. I hereby knowingly and voluntarily assume all risk of injury, death, property damage, and property loss, and hereby knowingly and voluntarily forever release and discharge Clutch Athletics from any and all claims, demands, or causes of action which are in any way connected with Participant's use of Clutch facilities or participation in Clutch activities.

If the participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety, or that of others, he/she will remove himself/herself from participation in the Clutch activities and will immediately bring said hazard to the attention of Clutch management.

4. Indemnification Agreement: On behalf of myself, Participant, and any other parent or legal guardian of Participant, I hereby acknowledge and understand that by signing this document, I am voluntarily indemnifying Clutch Athletics, LLC and any of its members, owners, employees, officers, agents, directors, volunteers, event holders, event sponsors, and independent contractors, from any and all claims, demands, losses, damages, or causes of action, and am voluntarily waiving any right to sue or otherwise bring any lawsuit, cause of action, or claim. I hereby consent, warrant, and agree that should any of us, the heirs, representatives, or guardians of Participant breach this agreement by filing a lawsuit, we shall be jointly liable for any and all charges or expenses, including attorney's fees, incurred in connection with any said claim.

5. Damage or Injuries Caused by Participant: On behalf of myself, Participant, and any other parent or legal guardian of Participant, I hereby acknowledge and understand that if Participant:

- a) damages, harms, or destroys any part of the Clutch athletic facility, any asset, fixture, or piece of equipment; or
- b) harms, injures, or causes the death of another person, through a negligent, reckless, or careless act

I hereby agree and acknowledge that we shall be fully responsible and completely liable for:

- a) any and all monetary costs to repair or replace any assets, fixtures, or pieces of equipment, and any expenses resulting from damage or losses caused by the participant; and
- b) any and all medical, hospital, or related expenses, and other costs, damages, losses, and expenses, including judgments, settlements, and attorneys' fees, arising from or in connection with any harm, injury, or death, caused by Participant through any negligent, reckless, or careless act.

6. Health of Participant: I hereby warrant and represent that Participant has: _____

- a) had a physical examination in the past 12 months and was told to be physically fit and in good health; and
- b) Participant does not suffer from any major physical or psychological condition or illness which could be aggravated or triggered by participation in Clutch Athletics activities.

7. Insurance Coverage: On behalf of myself and on behalf of Participant, I hereby warrant and represent: _____

- a) that Participant is fully covered by health insurance to cover any personal, emotional, or bodily injury or damage which he/she may suffer in connection with his/her use of the Clutch Athletics practice facility; and
- b) that I shall continue to maintain and remain responsible for maintaining such health insurance coverage at all times during Participant's use of the Clutch Athletics practice facility; and
- c) that I am fully liable for any and all medical or hospital related costs, expenses, or damages suffered as a result of Participant's injuries.

8. Emergency Treatment: On behalf of myself, Participant, and any other parent or legal guardian of Participant, I hereby agree that if Participant, in connection with his/her use of Clutch Athletics facilities and services, sustains an injury or illness, and I am not present or am not able to be reached via telephone, we hereby grant our permission for Participant to be provided the necessary and appropriate medical treatment, and/or be transported to an appropriate medical facility. On behalf of myself, Participant, and any other parent or legal guardian of Participant, _____

we further warrant and agree to assume all responsibility for costs, charges, and expenses related to Participant's injury or illness, and completely indemnify Clutch Athletics, LLC and any of its members, owners, employees, officers, agents, and independent contractors from any threatened, pending, or instituted claim arising therein.

9. Non-participants: On behalf of myself, Participant, and any other parent or legal guardian of Participant, I hereby acknowledge and agree that Clutch Athletics will not be held liable or responsible for injuries or damages sustained by non-participants, including but not limited to parents, guests, spectators, and non-participant children.

10. Protective Equipment: I agree that I or Participant will wear the appropriate protective gear as deemed necessary by Clutch Athletics LLC. However, I acknowledge that protective gear cannot guarantee Participant's safety. I further agree and acknowledge that a helmet can help protect the wearer from injuries to the face, head, and neck.

11. Photograph/Video Release: On behalf of myself, Participant, and any other parent or legal guardian of Participant, I hereby grant Clutch Athletics LLC, and its owners, representatives, employees, and agents, the irrevocable and unrestricted right to publish photographs/videos of my child, for editorial, advertising or any other purpose or manner and medium, and to alter and copyright without restriction.

I hereby release Clutch Athletics LLC, and its owners, representatives, employees, agents, and legal representatives from any and all claims, actions, and liability relating to the use of said photographs.

12. Illegal Drugs/Alcohol: On behalf of myself, Participant, and any other parent or legal guardian of Participant, I hereby agree that and acknowledge that the use or possession of illegal drugs and/or alcohol on Clutch premises is strictly prohibited. I further acknowledge that prescription drugs are not permitted on Clutch premises unless prior written authorization is obtained from Clutch management.

I hereby acknowledge that if I or Participant are found to have brought illegal drugs, alcohol, or unapproved prescription drugs onto Clutch premises, that Participant will be banned from participating for a duration of time as decided at the discretion of Clutch management.

13. Acknowledgment of Commitment: On behalf of myself, Participant, and any _____ other parent or legal guardian of Participant, I hereby acknowledge that Participant has reviewed the Clutch Parent/Participant Handbook and agrees to its terms and conditions. In addition, I hereby acknowledge that I have read the Clutch Manifesto which refers to Clutch Athletics' direction and philosophy.

Acknowledgment of Understanding

I have read this waiver of liability, indemnity agreement, and assumption of risk, fully understand its terms, and understand that I am giving up substantial rights, including the right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

_____	_____	_____
Participant (Printed)	Participant Signature	Date

_____	_____	_____
Parent/Legal Guardian of Minor (if under age 18) (Printed)	Signature of Parent/Legal Guardian of Minor (if under age 18)	Date