

Waiver & Release of Liability

I acknowledge that the EXACT Sport LLC (“EXACT”) athletic event is an extreme test of a person’s physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to: actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, event monitors and/or producers of the event; lack of hydration, weather, and/or other natural conditions. EXACT puts in place preventative measures to reduce the spread of COVID-19; however, EXACT cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending an EXACT event could increase your risk and your child(ren)’s risk of contracting COVID-19. By participating in this event, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, EXACT employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance or participation in EXACT programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless EXACT, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of EXACT, its employees, agents, and representatives, whether an infection, illness or injury occurs before, during, or after participation in any EXACT program.

I certify that I or the minor I am acting on behalf of are physically fit (collectively “we”, “us” and “our”), have sufficiently trained for participation in this event, have received all required immunizations and am free of any contagious ailment, and have not been advised otherwise by a qualified medical person.

We acknowledge that this Waiver and Release of Liability form will be used by EXACT Sport LLC, and the staff of the event in which we may participate and it will govern our actions and responsibilities at the event.

In consideration of our application and permitting us to participate in this event, we hereby take action for ourself, our executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, release, and discharge from any and all liability for death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to us or by traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: EXACT Sport LLC, and their directors, officers, employees, volunteers, representatives and agents, the event sponsors and event volunteers, (B) indemnify and hold harmless all entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of our actions during this event.

We hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this event.

We understand that at this event or related activities we may be photographed. We agree to allow our photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and/or assigns.

This agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under the applicable law.

By continuing registration you agree that you have read this document and understand its content.