***WAIVER***

*In consideration of the services of Athletes Unlimited LLC, their athletes, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AU"), I hereby agree to release and discharge AU, on behalf of myself or as the parent/guardian of participant, ("I" and/or "Participant”), my parents, my heirs, assigns, personal representative, and estate as follows:*

*I understand and acknowledge the risk factors of participating in this activity, as well as any other risk related to my participation and acknowledge and agree the possibility of injury (including, but not limited to, physical or emotional injury and paralysis), severe illness, damage to property or third parties, hospitalization, disability, or death that may be inherent in my participation. Notwithstanding the risk, I acknowledge that I am voluntarily participating in the activity with knowledge of the danger involved and hereby agree to accept and assume any and all risks including death, if I become injured.*

*I understand the risk factors related to COVID-19 and acknowledge and agree the possibility of severe illness (including, but not limited to, hospitalization, disability, or death) that may be inherent in participating in the activity. I expressly and voluntarily assume all risks to my health, including death, if I become infected with SARS-CoV-2 while participating in the activity. I hereby knowingly and voluntarily release and waive (to the fullest extent permitted by law) any claim I may have against AU and any of its respective affiliates, directors, officers, agents, employees, volunteers, partners and sponsors of any claim arising out of any health issue related to COVID-19 occurring as a result of my participation in the activity. I hereby agree to follow all safety guidelines as determined by AU in its sole discretion.*

 *In addition, I hereby expressly agree and assume all the risks of participating in this activity, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.*

*I acknowledge consideration for the foregoing and that I am not entitled to any compensation of any kind. I intend to be legally bound hereby.*

 *I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AU, any of its respective affiliates, directors, officers, agents, employees, volunteers, partners and sponsors from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of AU's equipment or facilities, including any such claims which allege negligent acts or omissions of AU. Should AU or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.*

 *I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, that I have not been advised not to participate by a qualified medical professional, or else I am willing to assume-- and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against AU on the basis of any claim from which I have released them herein.*

***MEDIA CONSENT FORM AND RELEASE***

*I, on my behalf or as the parent/guardian of the participant ("I" and/or "Participant”) consent and release (the “Release”) Athletes Unlimited LLC and its licensees (individually and collectively referred to herein as “AU”), to film, videotape, photograph and record Participant and Participant’s participation in various interviews, programs, events and/or other activities. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree as follows:*

*1. I, the undersigned, hereby grant to AU and its sponsors, agents, licensees, successors, and assigns (collectively, the “Licensed Parties”) the unlimited right and permission to use, and to authorize third parties to record and/or use, Participant's interview, performance, name, picture, likeness, voice, and biographical information, and any material based thereon or derived therefrom, together with any other material, or to refrain from so doing, in any manner, and in any venues, productions and/or media whatsoever, whether now known or hereafter devised, anywhere in the world in perpetuity, for any lawful purpose, including without limitation for the purposes of advertising or trade in promoting and publicizing AU.*

*2. AU shall own all right, title and interest in and to any footage, photographs and/or other recordings of Participant and Participant’s contributions in connection therewith (the “Materials”). The Materials shall constitute work made for hire or if for any reason not considered to be a work made for hire, I hereby assign to AU all right, title and interest therein. I understand AU is incurring expenses and/or undertaking commitments in express reliance upon the foregoing. I agree that I shall not have the right to terminate or rescind this Release or to enjoin or restrain, or to seek to enjoin or restrain, the production or exploitation of the Materials (or any productions in which the Materials are incorporated) or any advertising, promotion, publicity or other materials produced in connection with the Materials.*

*3. AU shall have the unrestricted right to edit and modify the Materials, and I shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, moral rights, or right of publicity) arising out of any use, blurring, alteration, distortion, illusionary effect, and/or faulty reproduction, and/or use in any composite form of the Materials and/or Participant’s interview, performance, name, signature, picture, likeness, voice, or biographical information.*

*4. I have the full and exclusive right and authority to grant the rights granted hereunder, and I agree that this Release does not in any way conflict with any existing commitment on Participant’s part. This Release sets forth the entire agreement between AU and Participant and shall be governed by the laws of the State of New York applicable to contracts executed and to be fully performed therein. Any controversies or disputes arising out of or relating to this Release shall be resolved exclusively in either the state or federal courts located in the County of New York, and I hereby consent to the personal jurisdiction of such courts over me.*

*I CERTIFY THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE DOCUMENTS. I FULLY UNDERSTAND ITS CONTENT AND AGREE TO BE BOUND BY ITS TERMS.*

SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE OF BIRTH (M/D/YYYY): \_\_\_\_\_\_\_\_\_\_\_

**PARENT/GUARDIAN WAIVER FOR MINORS (under 18 years old)**

*The Undersigned parent and or natural guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward’s participation in the activity referenced above, and has agreed individually and on behalf of the child or ward, to the terms of the waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect on lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.*

SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RELATIONSHIP TO MINOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_