



DISCLAIMER & WAIVER OF LIABILITY

I, the undersigned, am the Participant _____, or the parent or legal guardian of _____ (minor child/Participant). As lawful consideration for being permitted to participate in the Shoot 360 gym activities, camp, or clinic I agree that I will not make a claim against, sue, attach the property of or prosecute Shoot 360 and their agents, sponsors and employees for damages for death, personal injury or property damage which I may sustain as a result of my participation in these sporting activities. This release is intended to discharge in advance Shoot 360 and their agents, sponsors and employees from and against any and all liability, including for negligent actions, arising out of or connected in anyway with my/my child's participation in the sporting activities, camp or clinic except for liability that may arise out of the willful or wanton misconduct of Shoot 360 and their agents, sponsors and employees. I FURTHER UNDERSTAND THAT SPORTS CAN INVOLVE PHYSICAL CONTACT BETWEEN PLAYERS, THAT SERIOUS ACCIDENTS OCCASIONALLY OCCUR DURING SUCH SPORTING ACTIVITIES, AND THAT PARTICIPANTS IN SUCH SPORTING ACTIVITIES OCCASIONALLY SUSTAIN SERIOUS PERSONAL INJURIES (INCLUDING DEATH) AND/OR PROPERTY DAMAGE, AS A CONSEQUENCE THEREOF, KNOWING THE RISKS OF PARTICIPATION, NEVERTHELESS, I HEREBY AGREE TO ASSUME THOSE RISKS AND TO RELEASE AND HOLD HARMLESS SHOOT 360 AND THEIR AGENTS, SPONSORS AND EMPLOYEES WHO (THROUGH NEGLIGENCE OR CARELESSNESS) MIGHT OTHERWISE BE LIABLE TO ME (OR MY HEIRS OR ASSIGNS) FOR DAMAGES. I attest that I am eighteen (18) years old or older, am physically fit, or as applicable, my minor child who participates is physically fit and has no known medical conditions which prohibit participation in this sport. I agree to follow all laws, rules and guidelines regulating the conduct of Shoot 360. I understand and agree that I am solely responsible for the mechanical and/or operating condition of any and all sporting equipment I use, and I agree to continuously inspect and maintain that equipment, even if I have obtained any of the equipment from Shoot 360, their agents, sponsors and/or employees.

My participation at Shoot 360 includes possible exposure to and illness from infectious diseases, including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness, injury, and death does exist. If I have a pre-existing health condition, exposure to COVID-19, or any other infectious disease may be more likely to cause serious illness, injury, or death. Shoot 360 cannot ensure that all other participants, including coaches and volunteers, are taking precautionary measures to mitigate risks to ensure the health and safety of other participants, coaches, and volunteers, and therefore, participation in any Shoot 360 events, including practices and tournaments involves risk of exposure to infectious disease. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation (and my child's participation); and I certify that I have not recently tested positive for, and am not exhibiting symptoms of COVID-19, which include a cough, shortness of breath or difficulty breathing, loss of taste or smell, headache, chills, muscle or body aches and/or sore throat. I certify that I do not have a household family member/roommate who has recently tested positive for or exhibited the above-referenced symptoms of COVID-19. I willingly agree to comply with all recommendations provided by Shoot 360 and local authorities to ensure safe play. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to



the attention of the nearest coach, staff member or volunteer, or official immediately. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Shoot 360, and their officers, officials, agents, and/or employees, other participants, volunteers, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I also agree that SHOOT 360 and their agents, sponsors and employees may use my photograph in future promotions, including public displays on SHOOT 360 Leader Boards.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of Participant: _____

Signature of Participant/Guardian: _____

Date ____ / ____ / ____