

Kansas City Athlete Training

735 North Chestnut Ave. Kansas City Missouri 64120 Phone: 816-379-3701 Email: info@kcathlete.com

Web: www.kcathlete.com

Facebook and Instagram: @KansasCityAthleteTraining

Twitter: @kcathlete ATHLETE NAME:

| OFFICE USE: | |
|-------------|--|
|-------------|--|

2024 Waiver and Release of Liability

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in Kansas City Athlete Training (KCAT) readily foreseeable at this time; and <u>I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES</u>, <u>COSTS</u>, <u>AND DAMAGES I incur as a result of my participation or that of the minor in the Activity or any other person I bring to our facility that causes damages in any way (such as a younger brother or sister).</u>

1. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE KCAT, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE,

INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasee(s), I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

THE KCAT PHOTO RELEASE FORM

I hereby grant the KCAT permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of the KCAT facility and will not be returned.

I hereby irrevocably authorize the KCAT to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge KCAT from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL

RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND

INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOT WITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE KCAT ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

DADENT / CHARDIANI WANTED FOR MINIORS

| PARENT / GUARDIAN WAIVER FOR MINORS | |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| In the event that the participant is under the ag | e of consent (18 years of age), then this release must be signed by a |
| parent or guardian, as follows: | |
| I hereby certify that I am the parent or guardian my consent without reservation to the foregoin | · · |
| **PLEASE PRINT SO WE CAN READ | |
| Athlete's Name (first and last) | |
| Athlete's Current Age & Grade | |
| Athlete's Current or Anticipated High School | |
| Athlete's Sports Participated In | |
| Athlete's Twitter/Instagram Handles | |
| Athlete's Height & Weight | |
| (optional in-house use) | |
| Athlete's Phone Number | |
| Athlete's Email Address | |
| Athlete's Signature (if 18 or over) | |
| Parent/Guardian Name | |
| Parent/Guardian Phone Numbers | |
| Parent/Guardian Email Addresses | |
| Parent/Guardian Signature | |
| Today's Date | |