



**ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION
AGREEMENT AND COVENANT NOT TO SUE**

MAIN RELEASE FOR ELEVATE SPORTS LAB

In consideration of being allowed to participate in any training, events and activities (“Activities”) associated with, Elevate Sports Lab, I, the undersigned, acknowledge and agree that:

1. The risk of injury from the training, events and activities (“Activities”) with Elevate Sports Lab is significant, including the potential for permanent paralysis and death, while particular training, skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM NEGLIGENCE OF THE RELEASEES (as defined below) or others, and assume full responsibility for my participation in Activities with Elevate Sports Lab.
2. Despite such risks, I willingly agree to participate in Activities with Elevate Sports Lab and comply with the terms and conditions for participation in the Activities with Elevate Sports Lab which I acknowledge receiving and understand completely. If I observe an unusual significant hazard during my presence or participation, I will remove myself from participation and will notify Elevate Sports Lab of such hazard immediately.
3. I certify that I am physically and mentally fit to participate in Activities with Elevate Sports Lab and have not been advised by a qualified medical professional not to participate in any Activities such as those offered with Elevate Sports Lab. I certify that there are no health-related reasons or problems which preclude my participation in these Activities or events and have disclosed to Elevate Sports Lab any underlying medical conditions.
4. I hereby consent to receive medical treatment which may be deemed advisable by Elevate Sports Lab in the event of injury, accident, and/or illness during my participation in Activities with Elevate Sports Lab. I agree that I will not hold the Releasees responsible for any claims resulting from any medical treatment I receive. I certify that I currently have medical/health insurance to cover any injuries that I may sustain during my participation in Activities with Elevate Sports Lab.
5. I RELEASE, WAIVE, AND DISCHARGE ANY AND ALL CLAIMS that I or my heirs, assigns, personal representatives, and next of kin, may have or in the future against Elevate Sports Lab and its officers, directors, employees, contractors, subcontractors, sponsors, suppliers, national organizations or associations, representatives, agents, affiliates, insurers, successors and assigns; other participants, teams, sponsors, and advertisers of the Activities with Elevate Sports Lab; and if applicable, owners and lessors of the premises used by Elevate Sports Lab (collectively the “Releasees”) for any liability, expenses, loss or damage to person or property, injury, death or disability suffered from or in connection with my presence or participation in the Activities with Elevate Sports Lab due to any cause whatsoever, INCLUDING ON THE PART OF

THE RELEASEES. I HEREBY AGREE NOT TO SUE OR MAKE CLAIMS AGAINST THE RELEASEES AND GIVE UP ALL MY RIGHTS TO DO SO.

6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY, DEFEND AND HOLD HARMLESS the Releases, WITH RESPECT TO ANY AND ALL LIABILITY, INJURY, DISABILITY, DEATH or loss or damage to person or property, or expenses of fees (including reasonable attorney's fees) associated with my presence or participation in the Activities with Elevate Sports Lab, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
7. This Agreement contains the entire agreement between the undersigned and Elevate Sports Lab concerning its subject matter. This Agreement supersedes any prior agreements or understandings between Participant or Parent and Elevate Sports Lab concerning the subject matter if this Agreement and will remain in effect and unless and until terminated or replaced by a new written agreement.
8. This Agreement and any disputes arising out of or related to participant's involvement in Activities at Elevate Sports Lab or this agreement shall be governed by, construed and enforced in accordance with the laws of the State of Indiana without regard to conflict of law principles. Jurisdiction and venue for any disputes arising out of or related to Participant's involvement in Activities with Elevate Sports Lab or this Agreement shall be exclusively in the Court of Hamilton County or the U.S. District Court for the Southern District of Indiana.
9. If any provision of this Release of Liability, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of it requiring any steps, actions or results, the remaining parts or portions of this Release shall remain in full force and effect.

I HAVE READ THIS RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY CLICKING YES.

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINORITY AGE:

(Under age 18 at time of registration)

This is to certify that I am the parent or guardian of the minor Participant named above, having legal responsibility for this minor, and I do hereby consent (with the approval of my spouse, if any) to the minor's participation in the Activities with Elevate Sports Lab and agree to the Release of Liability as provided above and hereby make and enter into each and every representation, certification, waiver, release, assumption and indemnity described above in the Release of Liability on behalf of myself, the minor, any other parent or guardian of the minor, and our heirs, assigns, personal representatives, and next of kin.

I agree to give up my rights, the minor's rights, and the rights of any other parent or guardian to maintain any claim or suit against Releases arising out of the minor's presence or participation in the Activities with Elevate Sports Lab. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE WAIVERS AND RELEASES, and I agree to indemnify and defend the Releasees for all liability arising out of any lack of authority on my part to make such waivers and releases.

PHOTOGRAPHY RELEASE

I hereby agree to allow Elevate Sports Lab to record and publish photos and videos (including audio) of myself for the purpose of promoting Elevate Sports Lab in a manner that does not violate NCAA Bylaw 12.5.2 and for documenting and/or reporting events and activities. I understand photographs,

video and/or audio tape recordings to be taken of myself and/or family members at practice, during competition, recreational play, as well as other Elevate Sports Lab related events. I understand that this media will be produced and used for promotional purposes that do not violate NCAA Bylaw 12.5.2, and I authorize Elevate Sports Lab to use my/our photograph, video and/or audio recording on its Website and social media platforms, such as Facebook, Twitter, Instagram, YouTube, Foursquare and Pinterest, etc., as well as other official printed publications without further consideration. In addition, I acknowledge Elevate Sports Lab's right to crop or treat the media at its discretion, and I also acknowledge that Elevate Sports Lab may choose not to use my/our image at this time, but may do so at its own discretion at a later date.

I also understand that once I, or my family members, image(s) have been captured, they may be posted on the Elevate Sports Lab Website or social media platforms. Elevate Sports Lab also reserves the right to discontinue use of photos without notice.

I HAVE READ THIS RELEASE OF LIABILITY AND PHOTOGRAPHY RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY CLICKING YES.