

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY.

YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF ELEV8 SPORTS INSTITUTE OR ANY OF ITS REPRESENTATIVES, DONALD AND JULIE UDERITZ, OR ANY OF THE COACHES OR INSTRUCTORS USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED.

BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM ELEV8 SPORTS INSTITUTE OR ANY OF ITS REPRESENTATIVES, DONALD AND JULIE UDERITZ, OR ANY OF THE COACHES OR INSTRUCTORS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY.

YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND ELEV8 SPORTS INSTITUTE OR ANY OF ITS REPRESENTATIVES, DONALD AND JULIE UDERITZ, OR ANY OF THE COACHES OR INSTRUCTORS HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Signature of Parent/Guardian: _____

Date: _____

Signature of Parent/Guardian: _____

Date: _____

Minor Waiver/Release

RELEASE OF LIABILITY FOR MINOR PARTICIPANTS READ BEFORE SIGNING

IN CONSIDERATION OF _____, my child/ward, being allowed to
Name Of Minor Child/Ward
participate in any way at the wrestling training facility located at 1065 SW 15th Avenue, Building C, Suite 1, Delray Beach, FL 33444, and any related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury to my child/ward from the activities involved in these programs is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I FOR MYSELF, SPOUSE, AND CHILD/WARD, 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 child/ward's participation; and,
3. I FOR MYSELF, SPOUSE, AND CHILD/WARD, acknowledge that I am not participating in an activity or program relating to or associated with AMERICAN HERITAGE SCHOOLS; and,
4. I willingly agree to comply with the program's stated and customary terms and conditions for participation. If I observe any unusual significant concern in my child/ward's readiness for participation and/or in the program itself, I will remove my child/ward from the participation and bring such attention of the nearest official immediately; and,
5. I for myself, my spouse, my child/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS ELEV8 Sports Institute, SWAT Wrestling and Donald and Julie Uderitz; any of their directors, officers, officials, agents, employees, volunteers, coaches, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, the owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to my child/ward's involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
6. I, for myself, my spouse, my child's/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my child's/ward involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

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 IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

(PARENT/GUARDIAN SIGNATURE)

(PRINT NAME)

Date Signed: _____

UNDERSTANDING OF RISK

I understand the seriousness of the risks involved in participating in this program, my personal responsibilities for adhering to rules and regulation, and accept them as a participant.

(PARTICIPANT SIGNATURE)

(PRINT NAME)

Date Signed: _____

AGREEMENT TO PARTICIPATE

ASSUMPTION OF RISK: Physical activity, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of great care taken to prevent or minimize harm. ELEV8 has facilities for various sport specific activities such as wrestling, soccer, golf, tennis, baseball, football, basketball, aquatics, track and field, volleyball and related activities such as physical training, running, and cycling. Some of these activities involve endurance or strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, some involved sustained physical activity that places stress on the cardiovascular and nervous systems. The specific risks vary from one activity to another, but in each activity that places stress on the cardiovascular and nervous systems. The specific risks vary from one activity to another, but, in each activity the risk ranges from (1) minor injuries such as cuts, bruises, strains and sprains to (2) major injuries such as broken or fractured bones, concussions or lost teeth to (3) catastrophic injuries, such as heart attacks or fractured skull or those that cause disfigurement; loss of mental capacity, loss of sight, speech or hearing, paralysis or death. I also understand that the Participant may be exposed, or expose others to contagious and potentially harmful or deadly disease such as influenza, common cold, chicken pox, meningitis, or measles. Participant will also be exposed to risks while traveling (such as in vans when traveling to and from competition) and exposure to risks related to receipt of treatment for any physical or mental condition.

Participant and Parent(s)/Guardian(s) have read the previous paragraphs and (1) understand the nature of the activities at ELEV8, (2) understands the demands of those relative to the physical condition and skill level of the Participant, and (3) appreciate the types of injuries and illnesses and risks related to treatment for any physical or medical condition which may occur as a result of activities that I participate in at ELEV8. Participant and Parent(s) / Guardian(s) hereby assert that participation in a sport program at ELEV8 and use of their facilities and services is voluntary and that Participant and Parent(s)/Guardian(s) knowingly assume all related risks.

PUBLICITY RELEASE AND CONSENT: Participant and Parent(s)/Guardian(s) acknowledge that Participant may be recorded, photographed or filmed during Participant's participation in any ELEV8 program or during Participant's use of the ELEV8 Resources and hereby consent to all such recording, photographing and filming of Participant (the "Recordings"). Participant and Parent(s)/Guardian(s) irrevocably, exclusively and perpetually give ELEV8 and its successors, assignees, licensees and anyone acting with ELEV8's consent, all rights of any and every kind, including, but not limited to, copyright, artistic, literary, commercial, dramatic, and publication rights, title and interest in and to the Recordings and any and all depictions of Participant's likeness (whether created, published or issued as, among other things, stills, motion pictures or in/on film, video tape, digital, social media or any other media known or unknown at this time.) that may be included in such Recordings, including any reproductions thereof (collectively, the "Materials") and all rights renewals and extensions of copyright therein. Participant and Parent(s)/Guardian(s) each agree that ELEV8 can use the Materials at any time and in any manner without payment to, or additional consent or approval of, Participant or Parent(s)/Guardian(s) and release ELEV8 and its licensee(s) from all claims related to use of the Recordings. Participant and Parent(s)/Guardian(s) each agree that ELEV8 and its licensee(s) have the right, without restriction, to make all changes, distortions, transformations or any other alterations in the Materials as ELEV8 and its licensee(s) deem necessary or desirable, including, but not limited to, the right to edit, revise, change, modify, reformat, digitize, reprocess, add material to and/or remove material from the Materials as the Company shall, in its sole discretion, deem appropriate.

ACKNOWLEDGEMENT OF RULES AND STANDARDS OF CONDUCT: I understand that ELEV8 has rules and standards of conduct, and I agree to abide by these rules and standards for the safety of all participants, guests, and employees.

(PARENT OR GUARDIAN INITIAL HERE) _____

SEVERABILITY: Participant and Parent/Guardian further expressly agree that if any portion of this Agreement to Participate or the Waiver, Release of Liability and Indemnification Agreement is held invalid, it is agreed that the remaining portion[s] will be ineffective to the limited extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Agreement. If a court of competent jurisdiction declares any such provisions to be invalid or unenforceable, the parties hereto shall request that such court reduce the scope, delete specific words or phrases from the original intention of the parties hereto, and this Agreement shall be enforceable as so modified in the court in which the provision was declared invalid or unenforceable.

DISPUTE RESOLUTION: If it becomes necessary to hire an attorney to enforce any provision of this Agreement, the prevailing party shall be entitled to recover the costs and attorney's fees incurred prior to the suit, as well as in litigation, appeal and any arbitration, bankruptcy or administrative proceedings. Participant and Parent(s)/Guardian(s) and ELEV8 hereby waive any relationship of the parties created hereby. Any legal proceedings concerning this Agreement shall be brought in a court of law with competent jurisdiction in Palm Beach County, Florida.

ACKNOWLEDGEMENT OF UNDERSTANDING: Participant and Parent(s)/Guardian(s) have read this agreement to participate and fully understand its terms. Participant and Parent(s)/Guardian(s) acknowledge freely and voluntarily signing the agreement to participate and intend the signatures to signify a complete assumption of inherent risks of participating in or observing activities at ELEV8.

Participant and Parent(s)/Guardian(s) have read this Agreement and fully understand its terms. In signing this Agreement to Participate each acknowledges that he or she is consenting to the Participant's participation at ELEV8 (as specified in paragraph one) and acknowledges that each Participant and Parent(s)/Guardian(s) expressly assumes all inherent risks of ELEV8 activities.

Signature of Participant: _____

Date: _____

Signature of Parent/Guardian: _____

Date: _____

Signature of Parent/Guardian: _____

Date: _____

WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT – Please Read Carefully

Participant Name (please print): _____

Participant and his/her Parents(s)/Guardian(s), on behalf of Participant personally, as well as his/her heirs, next of kin, personal representatives, assigned and/or unborn child(ren), fully understand and acknowledge that: (a) risks and dangers exist in participation in ELEV8 Baseball Academy programs or activities, including in access to and use of all ELEV8 Baseball Academy property, facilities, parking lot, buildings, fields, equipment, housing, dining areas and including any transportation provided by ELEV8 Baseball Academy (collectively, the “ELEV8 Resources”); (b) participation in ELEV8 Baseball Academy programs and/or activities and/or use of ELEV8 Resources may result in known and unknown injury or illness, including but not limited to, bodily injury, disease, strains, fractures, partial or total paralysis, death, and/or other ailments that could cause serious disability; and (c) these risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of Quogue Sports Institute, Inc., a Delaware corporation, doing business as ELEV8 Baseball Academy (ELEV8) (collectively, the “ELEV8 Parties”). In consideration for ELEV8 accepting the enrollment of Participant in a program and/or permitting Participant access to or the use of the ELEV8 Resources.

IN CONSIDERATION FOR ELEV8 ACCEPTING THE ENROLLMENT OF PARTICIPANT IN A PROGRAM AND/OR PERMITTING PARTICIPANT ACCESS TO THE USE OF THE ELEV8 RESOURCES, PARTICIPANT AND HIS/HER PARENT(S)/GUARDIAN(S), ON BEHALF OF THE PARTICIPANT PERSONALLY, AS WELL AS HIS/HER HEIRS, NEXT OF KIN, PERSONAL REPRESENTATIVES, ASSIGNED AND/OR UNBORN CHILD(REN), HEREBY ASSUMES FULL RESPONSIBILITY FOR AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE AND LOSS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, WRONGFUL ACTS OR OTHER CONDUCT OF THE ELEV8 PARTIES, ATTRIBUTABLE TO, CAUSED BY, INVOLVING, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH THE USE AND/OR PARTICIPATION IN ELEV8 BASEBALL ACADEMY PROGRAMS OR ACTIVITIES, INCLUDING IN ACCESS TO AND USE OF ALL OR ANY PART OF ELEV8 RESOURCES.

PARTICIPANT AND HIS/HER PARENT(S)/GUARDIAN(S), ON BEHALF OF PARTICIPANT PERSONALLY, AS WELL AS HIS/HER HEIRS, NEXT OF KIN, PERSONAL REPRESENTATIVES, DISCHARGE, HOLD HARMLESS, DEFEND, AND INDEMNIFY ELEV8, ITS AFFILIATED COMPANIES, INDEPENDENT CONTRACTORS OR AGENTS, FROM AND ALL CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, LOSS OF SERVICES, OR OTHER CLAIMS WHETHER CAUSED BY THE NEGLIGENCE OR WRONGFUL ACTS OF THE ELEV8 PARTIES OR OTHERWISE, ATTRIBUTABLE TO, CAUSED BY, INVOLVING, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH PARTICIPATION IN ELEV8 PROGRAMS OR ACTIVITIES AND/OR USE IN ELEV8 RESOURCES. PARTICIPANT AND HIS/HER PARENT(S)/GUARDIAN(S), ON BEHALF OF PARTICIPANT PERSONALLY, AS WELL AS HIS/HER HEIRS, NEXT OF KIND, PERSONAL REPRESENTATIVES, ASSIGNED AND/OR UNBORN WAIVING ANY CLAIMS OR ACTIONS THAT THEY MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENCE ACTS OR OTHER CONDUCT BY ELEV8, ITS AFFILIATED COMPANIES, AND OF THEIR MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, SPONSORS, INDEPENDENT CONTRACTORS OR AGENTS.

(PARENT OR GUARDIAN INITIAL HERE) _____

READ THIS COMPLETELY AND CAREFULLY

PARTICIPANT AND PARENTS(S)/GURARDIAN(S) HAVE READ THE ABOVE WAIVER, REALEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE ELEV8 FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE OF ACTION.

DISCLAIMER OF WARRANTIES: THE SERVICES OF ELEV8 AND THE ELEV8 RESOURCES ARE PROVIDED "AS IS" WITHOUT ANY GUARANTY OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PUROPOSE, AS ALL WARRANTIES ARE EXPRESSLY DISCLAIMED. USE OF THE SERVICE OF ELEV8 AND THE ELEV8 AND THE ELEV8 RESOURCES IS ENTIRELY AT THE PARTICIPANTS OWN RISK.

PARTICIPANT AND HIS/HER PARENT(S)/GUARDIAN(S), ON BEHALF OF PARTICIPANT PERSONALLY, AS WELL AS HIS/HER HEIRS, NEXT OF KIN, PERSONAL REPRESENTATIVES, ASSIGNED AND/OR DAMAGES, LOSSES, LIENS, JUDGEMENTS, PENALTIES, ATTORNEYS' AND CONSULTANTS' FEES, EXPENSES AND/OR LIABILITES ATTRITUTABLE TO, CAUSED BY, INVOLVING OR ARISING OUT OF OR IN ANY WAY IN CONNECTION WITH THE USE AND/OR OCCUPANCY OF THE ELEV8 GUESTS OR INVITEES OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IN CASUSED IN PART BY THE NEGLIGENCE OR WRONGFUL ACTS OF A PARTY INDEMNIFIED HEREUNDER OR OTHERWISE. IF ANY ACTION OR PROCEEDING IS BROUGHT AGAINST ANY OF THE ELEV8 PARTIES BY REASON OF ANY FOREGOING MATTERS, PARTICIPANT AND HIS/HER PARENTS(S)/GUARDIAN(S), ON BEHALF OF PARTICIPANT, SHALL UPON NOTICE DEFEND THE SAME AT PARTICIPANT'S AND HIS/HER PARENT(S)/GUARDIAN(S) EXPENSE BY COUNSEL REASONABLY SATISFACTORY TO SUCH OF THE ELEV8 PARTIES AND SUCH OF THE ELEV8 PARTIES SHALL COOPERATE WITH PARTICIPANT AND HIS/HER PARENT(S)/GUARDIAN(S) IN SUCH DEFENSE. THE ELEV8PARTIES NEED NOT HAVE FIRST PAID ANY SUCH CLAIM IN ORDER TO BE DEFENDED OR INDEMNIFIED.

THE UNDERSIGNED HAS READ AND VOULANTAIRLY SIGNS THIS WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE.

Signature of Participant: _____

Date: _____

Signature of Parent/Guardian: _____

Date: _____

Signature of Parent/Guardian: _____

Date: _____