

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

1) ACKNOWLEDGE, agree, and represent that I understand the nature of, including but not limited to, Dynamic Athletic Assessments, Competitive Sports, and Strength, Speed, and Agility Testing/Training activities and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

2) FULLY UNDERSTAND THAT: including but not limited to (a) Dynamic Athletic Assessments, Competitive Contact and Non-Contact Sports, and Strength, Speed, and Agility Testing/Training ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (RISKS"); (b) these risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the activity, the condition in which the activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation of that of the minor in the activity.

3) HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Loden Sports, LLC (CO), their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, vendors, third-party providers of products and services, advertisers, and, if applicable, owner and leasers of premises on which 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 NEGLIGENCE RESCUE OPERATIONS AND I FURTHER AGREE that if, despite the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, 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 a result of such claim.

4) HEREBY GIVE PERMISSION to Loden Sports, LLC (CO), to use photographs, voice recordings, or video taken of me during the events associated with Loden Sports, LLC in any manner to help promote the activities as determined in the sole discretion of the Loden Sports, LLC. Such use could include publications, media releases, announcements, electronic or otherwise, and on company websites or social media pages. I understand that neither I nor my child/ward will receive any compensation if such image appears in any of the manners listed above or any other manner that the company deems appropriate. I agree that such image is the property of Loden Sports, LLC.

MINOR RELEASE (ONLY IF PARTICIPANT IS UNDER THE AGE OF 18) AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF Dynamic Athletic Assessments, Competitive Contact and Non-Contact Sports, and Strength, Speed, and Agility Testing/Training 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 WAS 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 FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF SUCH CLAIM.