



VOLUNTARY WAIVER-RELEASE-ASSUMPTION OF RISK AND FULL INDEMNITY AGREEMENT

I, the undersigned, wish to personally participate, or allow my child to participate, in indoor futsal, tournaments, parties, events, or other activities (“Activities”) offered by KO Indoor Complex, a Texas Company (“Company”). As such, and as consideration in exchange for being allowed to so participate, I agree to the following:

1. **Assumption of Risk.** I acknowledge and fully understand that I will be engaging in Activities that involve known and unknown risks, hazards and danger, whether inherent or not, and participation could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. Inherent hazards and risks include but are not limited to serious neck and spinal injuries which may result in complete or partial paralysis, brain damage, serious injury to virtually all internal organs, serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of my body, general health and well-being. I understand that the dangers and risks of practicing or competing in indoor futsal may result not only in serious injury, but in a serious impairment of my future abilities to earn a living, to engage in other business, social and recreational activities and generally to enjoy life. I expressly assume all risks of injury or property loss (“Losses”), whether self-caused or caused by someone else, that may occur in connection with my participation in Activities. If I am signing on behalf of my child, then I am agreeing to have my child assume the risks of Losses as stated herein.
2. **Release of Liability.** To the maximum extent allowable by law, I release, waive, discharge, and agree not to sue or file any sort of claim or lawsuit against, or seek compensation or damages from, Company, its parent company, subsidiaries, related and affiliated entities, its owners, officers, employees, volunteers or agents (collectively "Releasees") from demands, losses, or damages on account of any bodily injury, death or property damage caused, in whole or in part by Releasees or any other party's acts, omissions, actions, inactions, negligence, gross negligence, strict liability, or otherwise in connection with my participation in any and all phases of the Activities, or while I, the undersigned, or the Participant are in, upon, or about the premises or any facilities or equipment therein. If I am signing on behalf of my child, then the release of liability contained in this section pertains both to causes of action, present and future, I may initiate on behalf of my child as well as any independent causes of action I may have relating to my child and the Releasees.
3. **Indemnification & Hold Harmless.** I also agree to defend, indemnify, and hold harmless Releasees from any and all third-party claims caused in whole or in part by my actions or inactions. My obligation to defend, indemnify and hold harmless Releasees shall include the payment of reasonable attorney fees incurred for the defense of Releasees or any one of them.



4. If I am signing on behalf of my child, then I am also agreeing to indemnify and hold Releasees harmless from and against any claims that I, or my child, may have against Releasees.

5. **Consent for Emergency Treatment.** I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as Company or its representatives may deem reasonably appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency. If I am signing on behalf of my child, then I am consenting to emergency medical care and transporting on his/her behalf, at my own expense.

6. **Choice of Laws.** I expressly agree that the terms of release and indemnity contained herein are intended to be as broad and inclusive as is permitted by the laws of the State of Texas and are to be interpreted under the laws of the State of Texas. I agree that venue for any lawsuit related to this agreement or to my, or my child's, participation in Activities shall be proper only in the courts in and for the State of Texas.

7. **Severability.** If any portion of this agreement is interpreted by a competent court to be unlawful or unenforceable, then such part shall be removed and the remaining provisions of this agreement shall continue in full legal force and effect.

8. I agree that Company may use my personal likeness (or that of my child), in the form of still photographs or videography, to promote or market the Activities and I waive my inherent right to personal privacy and/or otherwise applicable right to compensation or royalties for such use.

9. **Mediation/Arbitration.** I further agree that if a legal dispute arises, I will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears in the registry of names recognized by the Texas courts as qualified persons for mediation assignments. To the extent mediation does not result in a resolution, I agree to submit the dispute to binding arbitration through the American Arbitration Association in Texas.

10. I have read the above Waiver, Release, Assumption of Risk and Indemnity Agreement and understand that by signing below, I have given up substantial rights.

SIGNATURE: _____

DATE: _____

PRINT: _____

RELATIONSHIP: _____