



WAIVER AND RELEASE OF LIABILITY

Participant Name

Parent/Legal Guardian Name

Participant Date of Birth

Parent/Legal Guardian Email Address

Participant Phone Number

Parent/legal Guardian Phone Number

Participant Email Address

Instagram Tag (optional)

In consideration of being allowed to participate in any way in any Southern Raye Sports, LLC d/b/a PickUp USA Fitness Jacksonville (hereinafter PickUp USA) programs, events, birthday parties, camps, clinics, leagues, or court rentals, I understand, acknowledge, and agree to the following:

- 1) I certify that I am at least 18 years of age or am the parent or legal guardian of minor participant who is physically fit and able to participate in the program, event, or activity, and have not been advised otherwise by a qualified medical professional. I will not participate in any program, event, or activity in which I am not physically able.
- 2) I agree to comply with all rules, regulations, terms and conditions for participation in the program, event or activity I agree to inspect the equipment and premises to be used prior to participation. If I believe that anything is unsafe, I will inform supervisors, league officials, referees or facility owners of the issue and refuse to participate if not corrected.
- 3) I acknowledge and fully understand that as a participant, I will be engaging in activities that involve risk of serious injury, including permanent disability and death, property loss and severe social and economic losses. These risks include, but are not limited to, those caused by: (a) the actions, inactions or negligence of PickUp USA participants, volunteers, employees, spectators, coaches, and referees; (b) conditions of the premises or equipment used; (c) rules of play; (d) condition of participants; and (e) vehicular traffic. I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, EVEN IF ARISING FROM THE NEGLIGENCE OF PICKUP USA OR OTHERS, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION.

4) I, on behalf of myself, my heirs, executors, administrators and assigns, hereby waive, release, discharge, and agree not to sue Southern Raye Sports, LLC, its managers, members, directors, officers, employees, volunteers, representatives, agents, coaches and referees, and other participants, sponsoring agencies, sponsors, advertisers and if applicable, owners and lessors of equipment and premises used to conduct the programs, events or activities (collectively the Releases), from any and all claims WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, any liability and expenses WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THE RELEASEES which I may have or which may subsequently accrue to me, relating to, resulting from or arising out of my use and/or participation in any programs, events or activities of PickUp USA, including any injury or damage to my person or property, or to that of any other person or property. My release of liability includes my attendance at any gathering that may be organized, authorized, or paid for by the Releases, individual players, or any league organized under the Releases, including but not limited to birthday parties, camps, clinics and leagues.

5) I agree to indemnify, defend, and hold the Releases harmless from and against all claims for damages, injuries, losses, liabilities and expenses relating to, resulting from or arising out of my participation in any PickUp USA program, event or activity.

6) I grant PickUp USA permission to use photographs, videotapes, recordings, or any other record of me during all activities, games, practices, and events held at PickUp USA Jacksonville for any legitimate purpose. I will not bring alcohol or illegal drugs to PickUp USA Fitness Jacksonville.

7) I consent to have medical treatment that may be deemed advisable in the event of injury, accident and/or illness during any program, event, or activity. I release PickUp USA and all persons participating in any such medical treatment from all responsibility for any such actions.

8) I intend that this Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

IN WITNESS WHEREOF, Participant has read and voluntarily signed in written or electronic form this Release, and further agrees that no representations, statements, or inducements apart from the foregoing written agreement have been made.

I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS. I FURTHER CERTIFY THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE CHILD LISTED ON THIS AGREEMENT OR THAT I HAVE BEEN GRANTED POWER OF ATTORNEY AND/OR LEGAL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THE PARENT OR LEGAL GUARDIAN OF THE CHILD LISTED IN THIS AGREEMENT.

Date

Parent/Legal Guardian Signature