

# TEAM 2FOUR

## TEAM 2FOUR LIABILITY WAIVER & RELEASE

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT"). Read Carefully – This Affects Your Legal Rights.

In CONSIDERATION of being permitted to participate in any way in Team 2Four Activities ("Activity"), organized by Pavla Pletková ("Pavla"), of Team 2Four and/or use of the property, facilities and services of Team 2Four or its affiliates ("RELEASEES"), I, for myself and for the members of my family, personal representatives, assignees, heirs, and next of kin, agree to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Team 2Four staff, or the employees, representatives or agents of Team 2Four, or the employees, representatives or agents of the facility where Team 2Four activities take place.
2. I ACKNOWLEDGE, agree, and represent that I understand the nature of Team 2Four Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I agree to comply with the activity's stated and customary terms and conditions for participation, both stated and understood. 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, and bring attention of the situation to the nearest official immediately.
3. I FULLY UNDERSTAND THAT: (a) There are certain inherent risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("risks") associated with Team 2Four Activities and sports in general, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; (b) and I assume full responsibility for personal injury to myself and members of my family, personal representatives, assigns, heirs, and next of kin, and I understand 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 and I further release and discharge "RELEASEES" for injury, loss or damage arising out of me or my family's use of or presence within the facilities; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.
4. I hereby release, discharge, and covenant not to sue Team 2Four, and its affiliates, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the 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 NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this 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 the result of such claim.
5. I agree to pay for all damages to the facilities or equipment, belongings, or property of Team 2Four or its affiliates ("RELEASEES") caused by me or my family's negligent, reckless, or willful actions.
6. Any legal or equitable claim that may arise from participation in the above shall be resolved under Virginia law.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

**(If Participant is over 18 yrs. Old)**

Participant Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Participant Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Participant Email: \_\_\_\_\_

**MINOR RELEASE (If Participant is under 18 yrs. Old)**

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF SPORTS AND 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 EACH 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 NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM. I HEREBY CONSENT TO THE ABOVE ON HIS/HER BEHALF.

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Participant Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Parent/Guardian Email: \_\_\_\_\_

**PHOTO/VIDEO RELEASE FOR MINOR/PARTICIPANT. Pictures and/or Videos *may* be taken at camp.**

For valuable consideration I hereby give to Team2Four the absolute and irrevocable right and permission with respect to the photographs that he/she has taken of my child in which he/she may be included with others:

- a) To copyright the same in the Team 2Four's name or any other name that Team 2Four may select;
- b) To use, re-use, publish and re-publish the same in whole or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion, advertising and trade, and;
- c) To use my name or my child's name in connection therewith if Team 2Four so decides.

I hereby release and discharge Team 2Four from all and any claims and demands ensuing from or in connection with the use of the photographs, including any and all claims for libel and invasion of privacy.

This authorization and release shall inure to the benefit of the legal representatives, licensees and assignees of Team 2Four as well as the person(s) for whom he/she took the photographs, if applicable.

I have read the foregoing and fully understand the contents hereof. I represent that I am the [parent/guardian] of the named child below (or that I am 18 years old and represent myself). For value received, I hereby consent to the foregoing on his/her behalf (or for myself).

Dated: \_\_\_\_\_

Minor's Name: \_\_\_\_\_

Parent/Guardian or Participant Name: \_\_\_\_\_

Signature of Parent/Guardian or Participant: \_\_\_\_\_