



MIAMI HYPE, INC. RELEASE OF LIABILITY, HOLD HARMLESS, AND COVENANT NOT TO SUE FOR PLAYER PARTICIPATION IN SPORTING ACTIVITIES

This RELEASE, HOLD HARMLESS, AND COVENANT NOT TO SUE by and between Miami Hype, Inc. (hereinafter "MH") and _____ (hereinafter "PLAYER") (and if PLAYER is under the age of eighteen (18) PLAYER's authorized legal guardian, named _____, executed this ____ day of _____, 2020, is an acknowledgement of the obligations of PLAYER with respect to PLAYER's participation in sporting activities operated by MH.

WHEREAS, there are certain inherent risks associated with participating in any sport, inclusive of volleyball, and those engaged in, operated by, and supervised by MH ("ACTIVITIES"); and

WHEREAS, these risks exist either as an athlete or spectator, and cannot be eliminated, and being involved with or engaging in the ACTIVITIES is considered inherently dangerous; and

WHEREAS, these risks include, but are certainly not limited to: (1) minor injuries such as scratches, cuts, bruises, and strains; and (2) major injuries such as injuries to the eyes, infection, contracting a virus or disease, loss of sight, joint injuries, back injuries, heart attacks, concussions, paralysis, and even death.

WHEREAS, the COVID-19 Coronavirus is an extremely contagious disease, and is reported to be spread through the air, from touching contaminated surfaces, and from person-to-person contact; and

WHEREAS, there is no known treatment, cure, or vaccine for the COVID-19 Coronavirus, and such disease has been known to cause severe illness and death; and

WHEREAS, federal, state, and/or local governments have recommended and/or require precautions, including, but not limited to social distancing and the wearing face coverings in order to lessen the spread of this virus; and

WHEREAS, MH strongly encourages PLAYER and their parent/legal guardian to contact the Centers for Disease Control (the CDC), their state health agency, and/or local governments for the most up-to-date information and guidance; and

Each party hereto acknowledges and agrees that MH wishes to operate the ACTIVITIES in a responsible and safe manner, and all wish to ensure that PLAYER behaves responsibly to maintain the highest level of safety for all involved.

This agreement defines PLAYER's obligation(s) and representations made in exchange for his/her participation the ACTIVITIES operated and hosted by MH.

The PLAYER and his/her parent/legal guardian hereby do unequivocally and completely **RELEASE, HOLD HARMLESS, AND COVENANT NOT TO SUE MH**, its affiliates, employees, volunteers, agents, and/or associated entities or instrumentalities against any and all liability, claims, or causes of action whatever, that may arise as a result of PLAYER's participation in the ACTIVITIES.

The PLAYER and his/her parent/legal guardian do hereby agree to comply with all MH guidelines associated with PLAYER's participation in the ACTIVITIES. PLAYER agrees to accept any and all responsibility for failure to comply with the aforementioned rules and regulations, or any future guidelines or rules imposed by MH, regardless whether express in this Agreement.

PLAYER Initials _____

PLAYER's Parent or Legal Guardian Initials _____

I, the undersigned, in consideration for participating in the ACTIVITIES hosted and operated by MH, have read, understand, and expressly agree to the following:

A. Risk of Personal Injury

I understand that engaging in both individual and team sporting activities, such as the ACTIVITIES, can be considered inherently dangerous, and that the risks of such participation are numerous, and include, but are not limited to, the following: DEATH, PARALYSIS, HEAD INJURIES, BROKEN BONES, CUTS, SCRAPES, DAMAGE TO GEAR, AND CLOTHING, AND CAUSING DAMAGE TO AND/OR INJURING OTHERS; falling; loss of control; encountering structures, ropes, poles, or other man-made or naturally occurring obstacles; encountering NEGLIGENCE of other participants, persons, or vehicles; or NEGLIGENT actions of MH.

PLAYER Initials _____ PLAYER's Parent or Legal Guardian Initials _____

B. Conditions and Representations

I. All instructions for PLAYER's participation in the ACTIVITIES have been made clear to PLAYER and his/her parent/legal guardian me, and PLAYER and his/her parent/legal guardian accept full responsibility for PLAYER's actions and participation in the ACTIVITIES, and agree that the MH does not owe any duty of care to the undersigned with respect to PLAYER's participation therein.

PLAYER Initials _____ PLAYER's Parent or Legal Guardian Initials _____

II. I am physically and mentally able to participate in the sporting activities contemplated herein, and I am familiar with its physical and mental requirements and inherent risks involved.

PLAYER Initials _____ PLAYER's Parent or Legal Guardian Initials _____

III. I will read and follow all instructions and guidelines. I agree that MH may limit or stop my participation at any time for any reason, including but not be limited to unsafe or rude conduct, or failure to obey instructions or any violations of the terms of this agreement and/or waiver.

PLAYER Initials _____ PLAYER's Parent or Legal Guardian Initials _____

C. RELEASE OF ALL LIABILITY (INCLUDING INSERT NEGLIGENCE).

I AGREE TO FULLY RELEASE, HOLD HARMLESS, AND DISCHARGE INSERT FROM ANY AND ALL LIABILITY, AND COVENANT NOT TO SUE MH for any damages, injuries, or claims, including any injuries or damages occurring from any negligence of the MH to myself or any other person or property, as a result my participation in the ACTIVITIES. I fully understand and agree to release, discharge, hold harmless, and covenant not to sue MH, forever, for any alleged negligence in causing any such injuries or damage, in whole or in part, to myself, my property, or other person or property.

PLAYER Initials _____ PLAYER's Parent or Legal Guardian Initials _____

D. EXPRESS ASSUMPTION OF RISK.

I EXPRESSLY ASSUME ALL RISK OF LOSS, DAMAGE TO PROPERTY OR ANY BODILY INJURY OCCURRING AS A RESULT OF PARTICIPATING IN THE INHERANTLY DANGEROUS ACTIVITIES DESCRIBED HEREIN, TO INCLUDE THE NEGLIGENCE OF MH.

PLAYER AND HIS/HER PARENT/LEGAL GUARDIAN AGREE THAT EVEN IF MH, AND/OR ANY OF THEIR AFFILIATES, DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, AGENTS OR

VOLUNTEERS USES REASONABLE CARE IN PROVIDING THESE ACTIVITIES, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN SUCH ACTIVITIES BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. UPON SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM MH, AND/OR ANY OF THEIR AFFILIATES, DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, AGENTS OR VOLUNTEERS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH TO YOUR CHILD, OR ANY OTHER RELATED OR UNRELATED CASUE OF ACTION, OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITIES.

YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND MH, AND/OR ANY OF THEIR AFFILIATES, DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, AGENTS OR VOLUNTEERS HAS THE RIGHT TO REFUSE TO LET PLAYER PARTICIPATE IN THE ACTIVITIES IF THIS AGREEMENT IS NOT EXECUTED.

PLAYER Initials _____ PLAYER's Parent or Legal Guardian Initials _____

E. PLAYER PROMISE TO INDEMNIFY AND HOLD HARMLESS.

I AGREE NO LAWSUIT WILL BE FILED BY ME OR ON MY BEHALF AGAINST MH as a result of my participation in the ACTIVITIES. If a lawsuit is filed, I agree to pay any and all attorney fees, costs, claims, or judgments incurred by MH, even in the event that MH is found negligent.

I understand this is a legally binding contract, which limits my legal rights, and it is binding upon me, my heirs, and legal representatives. If portions of this agreement are deemed invalid by a court of competent jurisdiction, it is hereby agreed that the remaining portions will remain intact and enforceable, as if the invalid provision/language was severed. By signing this Agreement, the PLAYER and his/her parent/legal guardian acknowledges that they have fully read and understand the above and foregoing.

PLAYER Initials _____ PLAYER's Parent or Legal Guardian Initials _____

I agree to the terms of this agreement and waiver.

Signature of PLAYER: _____ Date: _____

The PLAYER and his/her parent/legal guardian have read, understand, and agree to comply with this Agreement. By voluntarily signing this document, the parent or guardian agrees to each of the provisions contained herein, including to release, hold harmless, and covenant not to sue MH from any and all claims brought by the PLAYER, whether directly or indirectly resulting from the PLAYER's actions, whether or not MH was negligent. The parent/legal guardian has reviewed the instructions/protocols/guidelines for participation in the ACTIVITIES as provided by MH, has reviewed them with the PLAYER, and certifies that the PLAYER is familiar with the instructions and can safely and competently engage in the ACTIVITIES.

Signature of Parent/Guardian _____

Relation to PLAYER: _____ Date: _____

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf, and other electronic signatures to this Agreement shall have the same effect as original signatures.