

LIABILITY WAIVER & PHOTO RELEASE (ADULT, 18 YEARS OF AGE OR MORE)

THE EVENT: KORNBLUE KICKING

EVENT DATE: 6/5/21

In consideration of the below named individual (the "Participant") and my right to participate in the Event, I agree as follows:

- 1) I acknowledge that participation in the Event involves risk of serious bodily injury, death, and/or property damage. I assume and accept all risk of bodily injury, death, property damage and other harm connected with participation in the Event. I acknowledge that I am responsible for any and all medical expenses due to illness or injury in connection with the Event.
- 2) I acknowledge that the Event may involve strenuous and hazardous physical activities and I certify that I am in excellent physical health and have no physical limitations, medical ailments, physical or mental disabilities that would prevent me from participating in the Event. I grant permission to the Event parties to provide emergency medical treatment if needed.
- 3) **I hereby indemnify, hold harmless, agree not to sue, and release the Parties: Legends Hospitality, LLC, Cowboys Stadium, L.P., Dallas Cowboys Football Club, Ltd., AT&T Services, Inc., the City of Arlington, Texas, Blue Star Operations Services, LLC, and each of the foregoing entities' subsidiaries and related or affiliated companies, including without limitation, any participating agencies, their officers, directors, members, employees, volunteers, owners, agents, affiliates and corporate sponsors both as organizations and each person individually from any and all liability for all claims, demands, losses, damages and costs, including reasonable attorneys' fees, that arise out of or in connection with any personal injury, even injury resulting in death, property damage, and/or other loss suffered by me in connection with my participation in the Event. In addition, I hereby waive any and all right of recovery, claims, actions or cause of action against the Parties for any loss or damage which is insured against (or which is required hereunder to be insured against), regardless of cause or origin, including negligence of the Parties, and I covenant that no insurers shall hold any right of subrogation against the Parties. If my respective insurer does not permit such a waiver without an appropriate endorsement to my insurance policies, then I covenant and agree to notify my insurer of the waiver set forth herein and to secure from such insurer and appropriate endorsement to its respective insurance policy with respect to such waiver.**
- 4) I authorize the Parties to take photographs and videotapes and to record my voice, conversation and other sounds during and in connection with the Event. I acknowledge that the Parties shall own exclusively all copyright and other rights in and to such tapes, photography, and recordings and may use them forever and throughout the world in any manner without compensation to me. I authorize the Parties to use my name, voice, likeness, and any biographical facts provided to the Event in advertising and promoting the Parties without further compensation.
- 5) I acknowledge that by signing this release I will be forever prevented from suing or otherwise claiming against the Parties for any property loss or personal injury that may be sustained while participating in or preparing for the Event. This release shall be governed and construed in accordance with the laws of the state of Texas
- 6) I acknowledge that I have read and understand this release fully, understand its contents, and I am aware that by signing this release I am waiving certain legal rights which me or my heirs, next of kin, executors, administrators and assigns may have against the Parties.
- 7) I have signed this release of my own free will.

PARTICIPANT MUST SIGN AND COMPLETE INFORMATION BELOW (PLEASE PRINT CLEARLY)

SIGNATURE: _____

DATE: _____

PRINT FULL NAME: _____

DATE OF BIRTH: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

LIABILITY WAIVER & PHOTO RELEASE (MINOR, UNDER 18 YEARS OF AGE)

THE EVENT: KORNBLUE KICKING

EVENT DATE: 6/5/21

In consideration of the below named individual (the "Participant") and my right to participate in the Event, I agree as follows:

- 1) I authorize the Participant to participate in the Event.
- 2) I acknowledge that the Participant's participation in the Event involves risk of serious bodily injury, death, and/or property damage. I assume and accept all risk of bodily injury, death, property damage and other harm connected with the Participant's participation in the Event. I acknowledge that I am responsible for any and all medical expenses due to the Participant's illness or injury in connection with the Event.
- 3) I acknowledge that the Event may involve strenuous and hazardous physical activities and I certify that the Participant is in excellent physical health and has no physical limitations, medical ailments, physical or mental disabilities that would prevent the Participant from participating in the Event. I grant permission to the Event parties to provide the Participant with emergency medical treatment if needed.
- 4) **I hereby indemnify, hold harmless, agree not to sue, and release the "Parties": Legends Hospitality, LLC, Cowboys Stadium, L.P., Dallas Cowboys Football Club, Ltd., AT&T Services, Inc., the City of Arlington, Texas, Blue Star Operations Services, LLC, and each of the foregoing entities' subsidiaries and related or affiliated companies, including without limitation, any participating agencies, their officers, directors, members, employees, volunteers, owners, agents, affiliates and corporate sponsors both as organizations and each person individually from any and all liability for all claims, demands, losses, damages and costs, including reasonable attorneys' fees, that arise out of or in connection with any personal injury, even injury resulting in death, property damage, and/or other loss suffered by the Participant in connection with Participant's participation in the Event. In addition, I hereby waive any and all right of recovery, claims, actions or cause of action against the Parties for any loss or damage which is insured against (or which is required hereunder to be insured against), regardless of cause or origin, including negligence of the Parties, and I covenant that no insurers shall hold any right of subrogation against the Parties. If my respective insurer does not permit such a waiver without an appropriate endorsement to my insurance policies, then I covenant and agree to notify my insurer of the waiver set forth herein and to secure from such insurer and appropriate endorsement to its respective insurance policy with respect to such waiver.**
- 5) I authorize the Parties to take photographs and videotapes of the Participant and to record the Participant's voice, conversation and other sounds during and in connection with the Event. I acknowledge that the Parties shall own exclusively all copyright and other rights in and to such tapes, photography, and recordings and may use them forever and throughout the world in any manner without compensation to me or the Participant. I authorize the Parties to use the Participant's name, voice, likeness, and any biographical facts provided to the Event in advertising and promoting the Parties without further compensation.
- 6) I acknowledge that I am to be in attendance for the duration of the Event and that I am solely responsible for the Participant, he/she is under the direct supervision of my party and is my responsibility during the Event.
- 7) I certify that I am the parent or legal guardian of the Participant, should the Participant not be of a legal age to sign this release.
- 8) I acknowledge that by signing this release I will be forever prevented from suing or otherwise claiming against the Parties for any property loss or personal injury that may be sustained while participating in or preparing for the Event. This release shall be governed and construed in accordance with the laws of the state of Texas
- 9) I acknowledge that I have read and understand this release fully, understand its contents, and I am aware that by signing this release I am waiving certain legal rights which me or my heirs, next of kin, executors, administrators and assigns may have against the Parties.
- 10) I have signed this release of my own free will and I affirm that I am the Parent or Legal Guardian of the Participant with authority to give this authorization to his/her participation in the Event and confirmation of the above Agreement, Release, Waiver, and Indemnity.

PARENT/GUARDIAN MUST SIGN AND COMPLETE INFORMATION BELOW (PLEASE PRINT CLEARLY)

PARENT/ GUARDIAN SIGNATURE: _____

DATE: _____

PRINT FULL NAME (PARTICIPANT): _____

DATE OF BIRTH: _____

PRINT FULL NAME (PARENT/GUARDIAN): _____

ADDRESS: _____

EMAIL: _____

PHONE: _____