

RELEASE AND WAIVER OF LIABILITY

This Release is by the party signing below (herein referred to as "Releasor"), and is given to **Winners In Training Organization, Inc, AKA Destroyers 7on7, The Destroyers, or W.I.T**, USA Football, Inc., Harris County, Texas, City of Katy, Texas, Katy Independent School District and each of their respective subsidiaries, affiliates, divisions, owners, officers, agents, board members, employees, contractors, consultants, coaches, volunteers, grantors, sponsors, agents, legal representatives, administrators, assigns, heirs, executors, those for whom each is acting and those acting with any of their authority and permission (collectively as "Releasees").

Initial _____ **RELEASE OF ALL CLAIMS.** Releasor, being of lawful age (or, in the case of a minor, through his/her parent or guardian), in consideration of being permitted to participate in any Destroyer 7on7 program, football games, practices, workouts, camps and clinics, competitions, travel to/from competitions, jamborees, scrimmages, post-season competitions and tournaments (collectively and individually, the "Event"), hereby releases and discharges Releasees from all present and future liabilities, debts, obligations, costs, expenses, damages, losses, charges, judgments, executions, liens, claims, demands, actions or causes of action of whatever nature or description, in equity or at law, whether caused in whole or in part by the Releasees or any other person or thing during the Event while Releasor is present, which the Releasor or his/her child or ward (each a "child"), family, estate, heirs, representatives, executors, administrators, successors or assigns (collectively, "Related Parties") may have, whether known or unknown, suspected, asserted or not asserted, arising out of participation by the Releasor or his/her child in the Event, and agrees that Releasees are not responsible for any of the foregoing arising out of the Event, **EVEN IF CAUSED BY RELEASEES' OWN ORDINARY NEGLIGENCE TO THE FULLEST EXTENT PERMITTED BY LAW**. The Releasor understands, acknowledges and accepts that this Release and Waiver is intended to be binding on the Releasor and anyone related to Releasor. **RELEASOR EXPRESSLY INTENDS TO RELEASE FUTURE LIABILITY OF AND ANY AND ALL CLAIMS AGAINST RELEASEES, INCLUDING, BUT NOT LIMITED TO LIABILITY OR CLAIMS FOR NEGLIGENCE TO THE FULLEST EXTENT PERMITTED BY LAW BY ONE OR MORE OF THE RELEASEES AND FOR ANY AND ALL DAMAGES INCLUDING EXEMPLARY DAMAGES.**

Initial _____ **RISKS ACCEPTED; MEDICAL TREATMENT.** The Releasor further understands, acknowledges and accepts that participation in the Event involves certain inherent risks, including, but not limited to, property damage, economic loss, possible exposure to communicable infectious diseases, including but not limited to the **NOVEL CORONAVIRUS (SARS-COV-2) THAT CAUSES CORONAVIRUS DISEASE 2019 (COVID-19)** and other viral respiratory illnesses, all of which could result in **SERIOUS ILLNESS (INCLUDING DEATH) OR SERIOUS BODILY INJURY (INCLUDING DEATH)**, and agrees that the Releasor or his/her child is voluntarily participating in the Event with full knowledge of the risks involved and accepts all risks of participation to the participant, as well as all risks to the Releasor or other family members of Releasor who are present at the Event. The Releasor declares that the Releasor or his/her participating child is physically fit and has the requisite skill level to participate in the Event. The Releasor authorizes but does not otherwise impose the obligation on, **Winners In Training**, to provide medical treatment to the Releasor or his/her child, at the Releasor's cost, should the need arise. The Releasor understands, acknowledges and accepts that he or she must provide his/her own medical insurance for the participant and that all medical bills for care of Releasor or his or her minor are ultimately of Releasor.

Initial _____ **GRANT OF PUBLICITY RIGHTS.** The Releasor further grants the Releasees the right, but does not otherwise impose the obligation, to photograph, videotape and/or otherwise use the Releasor and/or his or her participating child's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, website and promotional materials, free of charge without reservation or limitation.

The Releasor understands, acknowledges and accepts that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the state of Texas in which the Event is taking place and agrees that if any portion of this Release and Waiver is invalid, the remainder will continue in full legal force and effect.

Signature: _____ Date: _____

Parent/Guardian Name (please print): _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Participant Name (please print): _____ Participant Age: _____