

LEMMING PREP INSIDER WAIVER AND RELEASE OF LIABILITY - UNDERCLASS SHOWCASE 7/25/2020

Last Name: _____ M.I. _____ First Name: _____ Date of Birth: _____ Cell Phone Number: _____

E-Mail Address: _____ Home Address, City, State, Zip Code: _____

High School: _____ Emergency Contact First and Last Name: _____ and Cell Phone Number: _____

ASSUMPTION OF RISK. Participation in or attendance at the Event involves inherent risks and dangers of accidents, personal and bodily injury (including death) and property loss or damage. These may result from my own actions or inactions, as well as the actions or inactions of others, the rules of play, and the condition of the facilities and equipment. Further, there may be other risks not known to me and not reasonably foreseeable at this time. I have considered the nature and extent of the risks involved, and I voluntarily choose to assume all such risks, both known and unknown, even those risks that result from the negligence of the Released Parties (detailed below) or others and assume full responsibility for my participation in the Event. **I consent to treatment in the event of an emergency or other incident in which, the reasonable judgment of the on-site personnel, I require medical care. I further agree to pay all costs associated with such medical care and to indemnify and hold harmless the released Parties from any costs or claims arising from such medical care.**

RELEASE FROM LIABILITY. I, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge LEMMING PREP INSIDER, LLC, Matthew C. Lemming, **Westmont Yard Corporation and Athletico Management, LLC** from any claims of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property relating in any way to the Event whether arising from negligence or not.

AUTHORIZATION TO RECORD AND TO USE RECORDINGS and NAME. I hereby grant LEMMING PREP INSIDER, LLC, Matthew C. Lemming and their respective affiliates, subsidiaries, successors, assigns and licensees (**collectively the "Distributors"**) permission to film, photograph, video record and otherwise record my image, voice, avatar, name, biographical data, silhouette, body dimension, shape, posture or any other aspect of the recording at the Event (**collectively the 'Recording'**) and the right, throughout the world, in perpetuity, to register for copyright, to use and to assign and/or license others to use all or any portion of the results thereof (or a reproduction thereof), in all media and in any manner now known or hereafter developed, in connection with the Event or otherwise without any additional consideration. I shall have no right of approval and no legal claim arising out of any use or editing of the Recording or my name. The Distributors shall have no obligation to use any of the rights I grant. I represent that it is not necessary for the Distributors to obtain permission from or to pay any third party in connection with the rights granted in this paragraph. By signing this agreement, I also agree to allow LEMMING PREP INSIDER, LLC, Matthew C. Lemming, **Westmont Yard Corporation and Athletico Management, LLC** by themselves or through their agents, representatives, contractors or designates to share my personal information, Event results and other information with the media sources and outlets (for publication) unless I (or my parent or guardian) opt-out on the bottom of this form.

LICENSE TO USE COMMENTS, FEEDBACK AND IDEAS. I hereby grant to the Distributors a perpetual license to use all comments, feedback and ideas I may share with them, without notice, compensation or acknowledgment to me, for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.

ARBITRATION. In the event of any dispute between me and any of the Released Parties (defined above), such dispute shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (but not its Procedures for Large, Complex Commercial Disputes). The hearing shall be conducted in Lemont, Illinois unless both parties consent to a difference location. The decision of the arbitrator shall be final and binding upon all parties, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction.

NCAA/NAIA/NJCAA/HIGH SCHOOL ELIGIBILITY. I understand and agree that if I am, or may become, a student-athlete I am responsible for my own eligibility and/or amateur standing I am aware of, and agree to comply with, all applicable, rules, regulations and bylaws of my state association, the NCAA, NAIA, NJCAA and of any other governing body ("the Rules"). I understand the consequences of any failure to comply with the Rules, including but not limited to, loss of my eligibility to participate in future athletic contests in any sport.

I am aware there are risks to me of exposure to, directly or indirectly, arising out of, contributed to, by, or resulting from an outbreak of any and all communicable disease, including but not limited to, the virus "secure acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof.

I have read this Waiver and Release of Liability, fully understand and agree to its terms, and understand that I am giving up substantial rights by signing it. I sign this Waiver and Release of Liability freely and voluntarily, without any inducement or coercion.

I certify that: ___ I am over the age of majority (18 Years of age) or ___ I have my parent's or legal guardian's consent as indicated below, or ___ (for Participants over the age of majority) I am opting out of having my personal information, Event results and other information shares with media outlets (for publication)

PARTICIPANT SIGNATURE

PRINT FIRST AND LAST NAME

DATE SIGNED

IF THE PARTICIPANT IS A MINOR, THE PARENT OR GUARDIAN MUST READ AND SIGN BELOW

I am the parent or legal guardian of the above-named participant, and I agree that the participant may take part in the Event. I understand that transportation may be provided, and, in the event transportation is provided, I consent to the participant taking the bus, car or other vehicle provided. On behalf of the participant, I hereby irrevocably and unconditionally (1) agree to all of the terms of this Waiver and Release of Liability, and (2) authorize LEMMING PREP INSIDER, LLC, MATTHEW C. LEMMING, **Westmont Yard Corporation and Athletico Management, LLC** their respective designates to arrange for any necessary medical treatment for the Participant. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge the Released Parties (defined above) from any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property, whether arising from the negligence of any and or all of the Released Parties or otherwise, to the fullest extent permitted by law.

If I do not want LEMMING PREP INSIDER, LLC, MATTHEW C. LEMMING, **Westmont Yard Corporation, Athletico Management, LLC** and their respective designate to share the Participant's personal information, Event results and other information with college coaches or media outlets (for publication) I understand I may opt-out by sending an email to Matt Lemming at mattlemming@lemmingprepinsider.com no later than five (5) business days before this event.

PARENT OR GUARDIAN SIGNATURE

PRINT FIRST AND LAST NAME

DATE SIGNED