

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

I, the undersigned parent or guardian of the participant, request voluntary participation for _____, who is hereinafter referred to as the “Competitor”, to participate in the Southern Throwing Challenge occurring on June 5, 2021, which is hereinafter referred to as the “Activity”.

CONSENT: I consent to Competitor’s participation in the Activity and acknowledge that Competitor and I fully understand Competitor’s participation may involve risk of serious injury or death, including losses which may result not only from Competitor’s own actions, inactions or negligence, but also from the actions, inactions or negligence of others, the condition of the facilities, equipment, or areas where the Activity is being conducted, and/or the rules of this type of event or Activity. I understand that if I have any risk concerns, I should discuss the risks associated with participation with the activity coordinators and event staff, before I sign this document and before the Activity begins.

CERTIFICATION OF HEALTH STATUS AND INSURANCE COVERAGE: I certify that Competitor is in good health and has no physical condition that would prevent participation in the Activity. Furthermore, I agree to use Competitor’s personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required, and I acknowledge that I am responsible for all related costs.

RELEASE FOR MEDIA/PRESS COVERAGE: I agree that photographs, pictures, slides, movies, video, or other media coverage of Competitor may be taken in connection with Competitor’s participation in the Activity without compensation from Gabor Mate, and Mike Eubanks, and their officers, employees, and agents, and consent to the use of photographs, pictures, slides, movies, videos, or other media coverage for any legal purpose.

ASSUMPTION OF RISKS: Participation in the Activity can be dangerous and carries with it certain risks that cannot be eliminated regardless of the care taken to avoid injuries, including but not limited to, (1) minor injuries such as slips, falls, cuts, scratches, bruises and sprains, (2) major injuries such as eye, joint or back injuries, fractures, concussions, heart attacks, heat stroke, and concussions, (3) catastrophic, life-altering injuries including paralysis, to (4) death. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, permanent disability, property damage or loss resulting thereof. Knowing and understanding the risks involved with participation in the activity, I hereby voluntarily and willingly assume responsibility for all risks and dangers associated with Competitor’s participation in the Activity.

WAIVER/INDEMNITY: In consideration of Competitor’s participation in the Activity, I hereby waive all claims or causes of action against from Gabor Mate, and Mike Eubanks, and their officers, employees, and agents, arising out of Competitor’s participation in the activity and hereby release, hold harmless, and discharge Gabor Mate, and Mike Eubanks, and their officers, employees, and agents from all liability in connection therewith except such loss or damage which

was caused by the sole negligence or willful misconduct of Gabor Mate, and Mike Eubanks, and their officers, employees, and agents. I agree I am financially responsible for any losses resulting from Competitor's actions and will indemnify Gabor Mate, and Mike Eubanks, and their officers, employees, and agents for any loss or damage caused by myself or Competitor during the Activity.

SEVERABILITY: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Alabama and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGEMENT OF UNDERSTANDING: I have read this release and hold harmless agreement and understand the terms used in it and their legal significance. This waiver and release is freely and voluntarily given with the understanding that right to legal recourse against indemnify Gabor Mate, and Mike Eubanks, and their officers, employees, and agents is knowingly waived, except for such loss or damage which was caused by the sole negligence or willful misconduct of Gabor Mate, and Mike Eubanks in return for allowing Competitor's participation in the Activity. My signature on this document is intended to bind not only myself and Competitor, but also our successors, heirs, representatives, administrators, and assigns.

IN WITNESS WHEREOF, I have executed this affirmation and release on the date below:

Parent's Signature (required)

Date

Competitor's Signature (required if over 18)

Date

Competitor's Name (print)

Phone Number

Address

City/State

Zip