



Kicking World, LLC - Private Lessons & Training Player Authorization, Injury Waiver & General Release Form

1. ACTIVITY AND ASSOCIATED RISKS: I have chosen to participate in the Kicking World, LLC private lesson(s) and training session(s) ("Activities"). I understand that:

- The Activities involve risks and dangers of serious bodily injury including, but not limited to: falls and physical contact of the body with other persons or objects, including the ground.
- As a result of these risks, I may be seriously hurt or disabled from the resulting injuries;
- In the event of any emergency that results from my participation in the Activities, where I require medical care, I authorize the Kicking World, LLC staff to act on my behalf and obtain medical treatment deemed necessary and appropriate; I consent to such medical treatment including, and agree to be responsible for any fees arising from such medical treatment or other charges in connection with participation in the Activities.

2. ASSUMPTION OF THE RISKS: I hereby freely assume the above-mentioned risks and any harm, injury or loss that may occur to me or my property as a result of my participation in the Activities or during any transportation to or from the Activities; including any injury or loss caused by the negligence of Kicking World, LLC, its employees and officers, contractors, and other Activities participants.

3. RELEASE OF LIABILITY: I hereby **RELEASE KICKING WORLD, LLC**, its contractors, the providers of any equipment used in the Activities, and their respective employees, officers, and directors ("Released Parties") **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me** or to any other person or to any property during the Activities or in any way related to the Activities, including during transportation to or from the Activities.

4. INDEMNIFICATION: I understand that this release is for the benefit of Kicking World, LLC and that I will indemnify and hold harmless Kicking World, LLC and their successors against any and all losses, costs, and expenses arising out of any breach by me of the terms of this release.

5. USE OF MY LIKENESS: I understand that during the Activities I may be photographed and videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to Kicking World, LLC and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions for business purposes.

6. SEVERABILITY: I agree that the purpose of this release is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by California law. I agree that if any portion or provision of this release is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

7. CANCELLATION POLICY: If I cancel or reschedule participation in any one of or all Activities, I should give three (3) days' notice. If I do not give notice of cancellation or I don't request to reschedule a minimum of twenty four (24) hours before the scheduled Activities, I will be responsible for the full Activities fee.

This release is made in accordance with the laws of the State of California applicable to releases and agreements made or performed entirely therein, and shall be binding on and shall insure to the benefit of my and Kicking World LLC's respective heirs, executors, administrators, successors and assigns. This release constitutes my entire understanding of my agreement with Kicking World, LLC.

Signature of Participant: _____ Date: _____
Name of Participant: _____ Date of Birth: _____
Street Address: _____

If participant is a minor, signature of parent or responsible adult is required below:

In consideration of the minor child being permitted to participate in the Activities, I accept and agree to the full contents of this release. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND** the Released Parties **from all liabilities, causes of action, claims and demands that arise in any way from any injury, death, loss or harm that occurs to the minor child** during the Activities or in any way related to the Activities. This includes any claim of the minor and any claim arising from the negligence of the Released Parties.

Parent/Responsible Adult Signature: _____
Name Printed: _____
Relationship: _____ Date: _____