

3STEP SPORTS
MINOR PARTICIPANT WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY
AND IMAGE RIGHTS RELEASE AGREEMENT (THE "AGREEMENT")

In consideration of 3 STEP SPORTS LLC (including its subsidiaries, affiliates and ownership entities, "3STEP") allowing the minor identified below (the "Minor") to participate in any event operated by or sponsored by 3STEP, including, but not limited to, athletic competitions, games, tournaments, practices, camps, clinics, tryouts and related activities (each, an "Event"), I, on behalf of Minor, acknowledge, voluntarily accept and agree to the following:

1. I hereby represent, agree and acknowledge that:
 - a) I am the parent or legal guardian of Minor;
 - b) Minor is in good health and in sufficient physical condition to participate in the Event;
 - c) Minor is not under the influence of alcohol or illicit or prescription drugs which would in any way impair Minor's ability to safely participate in the Event;
 - d) It is my sole responsibility to determine whether Minor is sufficiently fit and healthy enough to participate in the Event; and
 - e) I am responsible for Minor's safety and well-being at all times and under all circumstances at the Event.
2. Notice of Risk. I understand and acknowledge the risks associated with Minor's participation in the Event may include, without limitation: lightheadedness or fainting; bodily injury; abnormalities of blood pressure or heart rate; heart attack; disease or sickness, including COVID-19 or any other disease resulting from the SARS-CoV-2 virus; permanent disability, paralysis or death; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, coaches, umpires, officials, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect field conditions; land, water and surface hazards; equipment failure; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers (the "Risks"). While particular rules, equipment and/or personal discipline may reduce the Risks, the Risks do exist, and I understand that these Risks may be caused in whole or in part by Minor's own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Event Organizers (defined below). The Risks include, but are not limited to, minor injuries such as bruises, cuts and scrapes and more serious injuries including concussions, sprains, strains, fractures, over-use syndrome, broken bones, dislocation of joints, muscle pulls and ligament/tendon damage.
3. Compliance with Rules. I understand that Minor is required to be familiar with and to abide by the rules and regulations established for the Event, including but not limited to the 3STEP Code of Conduct, any competitive rules established for the Event, and any safety regulations established for the benefit of all participants. I agree to comply with any terms and conditions for Minor's participation in an Event and accept sole responsibility

for the conduct and actions of Minor while they are participating in the Event.

4. COVID-19: By signing this Agreement, I acknowledge the contagious nature of the SARS-CoV-2 virus (the "novel coronavirus" or "COVID-19") and voluntarily assume the risk that Minor may be exposed to or infected by the novel coronavirus by attending and/or participating in the Event, and that such exposure or infection may result in personal injury, illness, permanent disability, or death. I knowingly and voluntarily agree to comply with all COVID-19-related safety and risk mitigation practices required by applicable law and Event Organizers, whether communicated verbally or in writing. Such practices may include but are not limited to: (i) recognized social distancing practices; (ii) wearing a face mask; (iii) washing hands and/or using hand sanitizer frequently and avoiding touching of the face, and (iv) complying with other applicable laws, rules and regulations. I acknowledge that Minor's compliance with these safety and mitigation practices is not only for Minor's own benefit but also for the benefit of other Event participants and the Event Organizers. **I further agree that I, on behalf of Minor, will neither attend nor participate in an Event if Minor has, in the past 10 days: (a) been tested for or have a suspected or confirmed case of COVID-19; (b) experienced any symptoms of COVID-19 including, without limitation, fever, cough or shortness of breath; or (c) been exposed to or in close contact with a person known to have COVID-19 (or any known symptoms thereof).**
5. Assumption of Risk. ON BEHALF OF MINOR, I EXPRESSLY ASSUME AND ACCEPT ALL RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OR ACT OR OMISSIONS OF THE EVENT ORGANIZERS. On behalf of Minor, I hereby expressly assume all responsibility for any damages, liabilities, losses or expenses which may be incurred as a result of Minor's participation in any Event.
6. Release from Liability. **TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, I, ON BEHALF OF MINOR, AND MINOR'S HEIRS, ASSIGNS, SPOUSES, PARTNERS, PERSONAL REPRESENTATIVES AND/OR NEXT OF KIN, FOREVER WAIVE, RELEASE, DISCHARGE AND COVENANT NOT TO SUE, AND FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS:** 3STEP SPORTS LLC, its member athletes, clubs, coaches, umpires, trainers, and officials; the owners, directors, organizers, promoters, sponsors and advertisers of the Event; the owners and operators of the host facility/venue where the Event takes place; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, contractors and volunteers, and, as applicable, any respective successors, heirs, or

assigns of any of the foregoing (collectively, the “Event Organizers”) **WITH RESPECT TO ANY SUITS, LIABILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES OR EXPENSES (INCLUDING COURTS COSTS AND REASONABLE ATTORNEY’S FEES) WHICH MAY ARISE OUT OF MINOR’S PARTICIPATION IN THE EVENT, WHETHER ARISING FROM THE NEGLIGENT OR WILLFUL ACTIONS OR OMISSIONS OF THE EVENT ORGANIZERS OR OTHERWISE (THE “LIABILITIES”).** I further agree that if, despite this Agreement, Minor, or anyone on Minor's behalf, makes a claim for Liability against any of the Event Organizers, I will indemnify, defend and hold harmless each of the Event Organizers from any such Liabilities which any may be incurred as the result of such claim.

7. **Physical Health.** I, on behalf of Minor, warrant and agree that:

- a) I am of legal age and have legal authority to sign on behalf of Minor;
- b) Minor is free from all illnesses (including, without limitation, COVID-19), injuries and defects that could interfere with any person’s (including his or her) safe participation in an Event;
- c) It is my responsibility to ensure that the Minor is in sufficient physical condition to participate in the Event without risk to the Minor’s health or life, and sufficiently trained to participate in all activities associated with the Event; and
- d) on the date of the Event, Minor will possess and be covered by sufficient medical/health insurance, individually or as part of an organization.

I acknowledge that I am aware and informed of the Risks, that Minor’s participation in the Event is entirely voluntary, and that 3STEP does not conduct health or fitness checks on Event participants.

8. **Consent to Medical Care.** I understand that Events may be staffed by athletic trainers and other medical staff (each, a “Medical Professional”) to treat injuries. I, on behalf of Minor, consent to the administration of first aid, CPR and other medical treatment and services (including evacuation/transport) (collectively, “Medical Care”) by Medical Professionals, in the event of Minor’s injury or illness in connection with participating in the Event. I, ON BEHALF OF MINOR, HEREBY RELEASE AND INDEMNIFY EVENT ORGANIZERS AND MEDICAL PROFESSIONALS FROM ANY AND ALL LIABILITY OR CLAIMS ARISING OUT OF THE PROVISION OF MEDICAL CARE TO MINOR. I understand that no such Medical Care may be available, but if it is, I assume sole liability for any and all medical expenses incurred as a result of Minor’s participation in the Event. I additionally consent to allow Medical Professionals to share relevant information related to Minor’s participation in the Event with 3STEP staff, coaches and other medical personnel.

9. **Concussion Information.** I acknowledge that I have read and understand the CDC Concussion Information Sheet

(https://www.cdc.gov/headsup/pdfs/youthsports/parent_athlete_info_sheet-a.pdf).

10. **Force Majeure.** Event Organizers reserve the right, in their sole determination, to postpone, cancel, or modify the Event due to factors beyond the control of the Event Organizers, especially any such factors that might affect the health and/or safety of the Event participants, including, without limitation, cancellations due to COVID-19 related regulations or requirements. 3STEP will not be obligated to refund any Event participant any registration or related fees due to a cancelled or rescheduled Event.

11. **Use of Name and Likeness.** I, on behalf of Minor, hereby grant to 3STEP, its contractors, employees, agents, sponsors and advertisers (the “Content Owners”):

- a) Unlimited and irrevocable permission to film, record, use, reproduce, sell, broadcast, livestream disseminate and distribute any and all photographs, images, videotapes, motion pictures, audio or video recordings, or any other depiction of Minor’s participation in an Event or related activity for any legitimate purpose (collectively, the “Content”) in perpetuity, and I understand that Minor will not be entitled to any compensation in connection therewith;
- b) Unlimited and irrevocable permission to telecast, sell, distribute, and otherwise utilize the Content for promotional, commercial, college recruiting, or other purposes Content Owners shall deem appropriate; and
- c) Unlimited and irrevocable rights to use Minor’s name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Content.
- d) I acknowledge that Content Owners shall have unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute the Content or any portion of the Content on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereafter devised in perpetuity and without compensation to Minor.

12. **Severability.** If any of the provisions of this Agreement is held by a court or arbitrator to be invalid, void, or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. This Agreement is binding on and shall inure to the benefit of the Event Organizers and me and our respective heirs, personal representatives, executors, successors, and assigns.

13. **Governing Law.** This Agreement, and any dispute with respect thereto, shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable Delaware principles of conflicts of law).

I WARRANT THAT I AM OF LEGAL AGE, AM AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF MINOR AND:

1. I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT;
2. I UNDERSTAND THAT I HAVE GIVEN UP, ON BEHALF OF MINOR, SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT;
3. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR ASSURANCE; AND
4. I COMPLETELY AND UNCONDITIONALLY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

MINOR NAME (Print):	Date:
Guardian Name (Print):	Guardian Signature:
Emergency Contact Name (required):	Emergency Contact Phone (required):