

**WAIVER AND RELEASE OF CLAIMS
AND INDEMNITY AGREEMENT**

The undersigned individual and, where applicable, the minor or child described below over whom the undersigned individual has legal authority (collectively "Participants") enter into this Waiver and Release of Claims and Indemnity Agreement ("Agreement") with Sport Support, LLC d/b/a Instinct Volleyball Club ("IVC") for the express benefit of the express third-party beneficiaries The North Church and the owner/s of the land, structures, and property, real and personal, located at 1615 W. Belt Line Road in Carrollton, Texas (the "Premises"), together with their agents, employees, volunteers, affiliates, directors, officers, and assigns (collectively "Released Parties") in consideration for being permitted by IVC and the Released Parties to enter onto the Premises and to participate in activities on the Premises. Participants understand and agree that Participants are prohibited from entering onto and therefore trespassing on the Premises unless prior to entry upon the Premises Participants accept and agree to the terms and conditions of this Agreement as evidenced by the signature appearing below.

Participants understand and agree that entering onto the Premises and/or participating in any activities on the Premises, whether such activities are sports or fitness related or otherwise (collectively "Entering and/or Participating"), shall be at Participants' own risk, and Participants take the Premises as Participants find the Premises, as is. Participants further understand and agree that Entering and/or Participating could be dangerous and inherently dangerous, and that bodily injury up to and including serious bodily injury and even death may result from Entering and/or Participating. Participants further understand and agree that the Released Parties assume no liability whatsoever for the well being or personal safety of Participants while Participants are on the Premises.

Participants hereby waive and release the Released Parties from any and all damages, injuries, causes of action, fees, attorney fees, losses, claims, and suits whatsoever arising from or relating to Entering and/or Participating (collectively "Injuries"), regardless of when any such Injuries are discovered, including but not limited to all Injuries arising from or relating to Participants' use of the Premises including but not limited to the use of all property of the Released Parties, including but not limited to all equipment, fitness machines, and weight room items or devices of any kind whatsoever that may be found on the Premises. Participants hereby waive and release the Released Parties from any and all obligations the Released Parties might otherwise have under applicable law, including but not limited to all express warranties and all warranties implied in law that would otherwise hold any of the Released Parties liable for any Injuries related to Entering and/or Participating.

Participants hereby indemnify and hold harmless the Released Parties from any and all Injuries as defined above arising from or relating to Entering and/or Participating as also defined above.

Minor/child name, where applicable: _____

Signature (parent/guardian if applicable): _____

Printed name of signing person: _____

Date signed: _____