

Houston Sports and Social Club LLC

PARTICIPATION, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

In consideration of Houston Sports and Social Club LLC's (the "Club") agreement to allow Participant to participate in any way in the programs of the Club (the "Activity"), Participant and the Club agree as follows:

RULES AND REGULATIONS. Participant shall become familiar with and abide by all rules and regulations related to the Activity (the "Rules and Regulations"). The Club, in its sole discretion, may modify, amend or supplement the Rules and Regulations. Participant will abide by any modified, amended or supplemented Rules and Regulations. The Club may cancel Participants' participation in the Activity at any time for breach of the Rules and Regulations, or other behavior the Club deems undesirable. In such event, Participant will not be entitled to a refund of any amounts paid prior to the cancellation.

PHOTOGRAPHY. All photographs, motion pictures, recordings, and/or likenesses of Participant captured during the Activity (the "Recordings") by the Club, its affiliated entities or contractors, and/or the media become the sole property of the Club. The Club may use and license others to use Participant's name and the Recordings in any manner the Club wishes including, but not limited to, for communication, promotion, advertising, and marketing activities.

EMAIL. The Club may use Participant's email to communicate with Participant about the Club, the Activity, the Club's sponsors and/or advertisers, and any other events and activities.

ASSUMPTION OF RISK. Participant assumes all risks inherent in the nature of the Activity. The specific inherent risks vary from one activity to the other; therefore, those risks that are inherent in any particular sport or the Activity are those that are inherent in the nature of the sport or the Activity in which Participant is involved when the (i) the nature of the sport or Activity in question, (ii) the conduct that is generally accepted in that sport or Activity, and (iii) the risks resulting therefrom, are considered from an objective standpoint.

I also recognize and understand participation in the Activity increases my risk of exposure to the novel coronavirus, COVID-19, or other infectious diseases spread from person-to-person contact. Infection by COVID-19 or other infectious disease may result in injury, illness, disability, or death to myself, my spouse, guests, children (born or unborn), relatives, or other contacts. I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in the Activity.

PARTICIPANT TAKES FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITIES, LOSSES, OR EXPENSES INCURRED AS A RESULT OF PARTICIPATING IN THE ACTIVITY.

WAIVER OF LIABILITY. As used herein, the term "Released Parties" includes the Club and its members, directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; all Activity sponsors, organizers, promoters, directors, officials, property owners, and advertisers; and private individuals, private entities, property owners, governmental bodies and/or municipal agencies whose property and/or personnel are used in the Activity. The term "Releasing Parties" includes the Participant as well as the Participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on the Participant's behalf. The term "claims" includes all actions and causes of action, claims, losses, costs, expenses and damages, including legal fees and related expenses. **THE RELEASING PARTIES HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE THE RELEASED PARTIES FROM ANY AND ALL CLAIMS RELATED TO OR ARISING FROM THE CLUB OR THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS ARISING FROM OR RELATED TO PERSONAL INJURY, ACCIDENTS OR ILLNESSES (INCLUDING DEATH), AND/OR PROPERTY LOSS.**

INDEMNIFICATION. PARTICIPANT SHALL INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM ALL CLAIMS RELATED TO PARTICIPANT'S INVOLVEMENT IN THE ACTIVITY.

SEVERABILITY. The foregoing assumption of risk, waiver, and indemnification provisions are intended to be as broad and inclusive as is permitted by law; if any portion thereof is held invalid, the remainder shall continue in effect.

ACKNOWLEDGMENT OF UNDERSTANDING. Participant has read this agreement, understands its terms, and understands that Participant is giving up substantial rights, including Participant's right to sue. Participant is signing this Agreement freely and voluntarily, and intends Participant's signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. Participant is not relying on any representations of the Club in entering into this Agreement.

Printed Name

Signature

Date