

PROSPECTS ACADEMY WAIVER AND RELEASE OF LIABILITY

This Waiver, Release of Liability and Assumption of Risk Agreement is entered into by the undersigned student-athlete and, if the student-athlete is under eighteen (18) years of age, the student-athlete's parent or legal guardian, in favor of:

Prospects Academy LLC its owners, managers teachers, staff, coaches, employees, volunteers, agents, representatives, sponsors, members, affiliates, successors, and assigns (collectively, the "**Academy**"); and

SportsMo LLC, the owner, lessor, manager, operator, and/or controller of the premises where the Academy is conducted, together with its members, managers, employees, agents, successors, and assigns (collectively, the "**Building Owner**").

The Academy and Building Owner are collectively referred to as the "**Released Parties**."

Assumption of Risk

I understand and acknowledge that participation in activities at Prospects Academy, including but not limited to strength and conditioning, on-ice or on-field training, off-ice or off-field training, travel, physical education, recreational activities, and use of athletic facilities and equipment involves inherent and significant risks of injury that cannot be eliminated.

These risks include, but are not limited to, the following:

- Falls and collisions;
- Contact with other participants, instructors, spectators, boards, glass, pucks, sticks, goals, skates (including blades), and equipment;
- Sprains, strains, fractures, cuts, concussions, traumatic brain injuries, paralysis, and death;
- Equipment malfunction;
- Ice/field and facility conditions;
- Negligent or reckless acts of other participants; and
- Other known and unknown risks associated with hockey, soccer and athletic participation.

I knowingly and voluntarily assume all risks associated with participation in Prospects Academy Activities, whether known or unknown, foreseeable or unforeseeable.

Release and Waiver of Liability

To the fullest extent permitted under the laws of the State of Missouri, I, on behalf of myself, my child, and our respective heirs, executors, administrators, personal representatives, successors, and assigns, hereby knowingly and voluntarily release, waive, acquit, and forever discharge the Released Parties, including their respective owners, members, managers, officers, directors, employees, coaches, teachers, independent contractors, volunteers, sponsors, affiliates, successors, and assigns, from and against any and all claims, demands, causes of action, liabilities, damages,

losses, costs, and expenses of every kind and nature, whether known or unknown, arising out of, resulting from, or relating in any way to enrollment in, attendance at, or participation in Prospects Academy, including, without limitation, all claims based upon or alleging ordinary negligence.

Notwithstanding the foregoing, this Release shall not apply to any claim arising from the willful or wanton misconduct, reckless conduct, or intentional wrongdoing, but solely to the extent that such claims may not be released, waived, or discharged under applicable Missouri law.

Release of Building Owner

In addition to, and without limiting the release and waiver provided above, the undersigned expressly acknowledges and agrees that the Building Owner is permitting Prospects Academy to operate on or use the premises solely as landlord and property owner, and that the Building Owner does not own, operate, manage, control, supervise, direct, or participate in the instruction, administration, supervision, management, or day-to-day operations of the Academy.

Accordingly, to the fullest extent permitted by applicable law, the undersigned hereby releases, waives, acquits, and forever discharges the Building Owner, together with its affiliates, members, managers, officers, directors, employees, agents, successors, and assigns, from and against any and all claims, demands, causes of action, liabilities, damages, losses, costs, and expenses of any kind or nature, whether known or unknown, arising out of or relating to:

1. The operation, administration, management, supervision, or conduct of the Academy;
2. The condition, maintenance, management, operation, or use of the premises;
3. Entry onto, occupancy of, presence at, use of, or exit from the premises;
4. Participation in any educational, recreational, athletic, extracurricular, or other Academy-sponsored activities conducted on the premises; and
5. Any injury, illness, death, damage, loss, liability, or claim arising from, occurring at, or otherwise relating to the premises or the Academy's activities thereon.

It is the express intent of this provision that the Building Owner receive the broadest release, waiver, and protection from liability permitted under applicable law. Nothing herein shall be construed to release the Building Owner from liability to the extent such liability cannot be waived or released under applicable Missouri law.

Acknowledgment

If signing on behalf of a student-athlete under eighteen (18) years of age, I certify that I am the student-athlete's parent or legal guardian and that I have authority to execute this Agreement on behalf of the student-athlete and myself. I agree to all terms contained herein on behalf of both the student-athlete and myself.

I HAVE CAREFULLY READ THIS AGREEMENT.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO BRING CERTAIN CLAIMS AGAINST THE ACADEMY AND THE BUILDING OWNER.

I SIGN THIS AGREEMENT FREELY, VOLUNTARILY, AND WITH FULL KNOWLEDGE OF ITS LEGAL CONSEQUENCES. I UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT WITH LEGAL COUNSEL BEFORE EXECUTING THIS AGREEMENT, AND I HAVE OBTAINED SUCH LEGAL COUNSEL OR KNOWINGLY WAIVED THE RIGHT TO DO SO.

Student-Athlete

Signature: _____

Printed Name: _____

Date: _____

Parent/Guardian (Required for Student-Athletes under 18)

Signature: _____

Printed Name: _____

Relationship to Participant: _____

Date: _____

Prospects Academy Representative

Signature: _____

Printed Name/Title: _____

Date: _____