

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

In consideration for my participation in any way in the program(s), game(s), event(s) or activity(ies) (the "Events"), owned or operated, in whole or in part, by Colorado Springs Sports Corporation, a Colorado nonprofit corporation ("CSSC") scheduled to take place in, and around the vicinity of Colorado Springs, Colorado (each such location, the "Premises"), I, on behalf of myself, and my participant child or ward (if applicable, in which case "I," "me," and "my" in the following provisions shall also apply to my participant child or ward, as appropriate), acknowledge and agree to all the terms and conditions set forth in this Release of Liability and Assumption of Risk and Indemnification Agreement (this "Release").

1. I am aware that there are risks to my being on the Premises and/or participating in the Events, which include, but are not limited to: weather and temperature hazards (e.g., heat stroke, heat exhaustion, heat cramps, freezing, frost bite, sun exposure); over-exertion (e.g., long runs, all-out effort, continuing after severe fatigue); slips or falls due to imperfect playing surfaces (e.g., wet spot on basketball court, wet fields or surface from rain, uneven paths); being struck by an object (e.g., ball, puck, bat, hockey stick, lacrosse stick, bike); collisions (e.g., with walls, tables, participants, spectators, officials, bikes, trees); contact with co-participants or competitors (e.g., blocking, rebounding, racing, martial arts moves); trips or falls (e.g., rebounding, when blocked, diving for a ball, slips on slick playing surfaces, from bikes); drowning; as well as other injuries resulting from participant-related risks (e.g., participant failure to adhere to posted rules or warnings, careless, erratic, or negligent acts by co-participants); facility and/or equipment-related risks (e.g., unexpected equipment failure; unknown facility hazards or defects); personnel-related risks (e.g., errors in judgment by staff and commissioners, game officials, or volunteers; including, but not limited to, misjudging participant abilities or fitness, misjudging weather conditions, failure to give adequate warnings or instructions, concentration lapses while supervising); and other risks or injuries from the activities in these Events.

2. **I am aware and understand that the Events are a potentially dangerous activities and involve the above risks as well as risk of serious injury, disability, death, and/or property damage.** I am also aware of the contagious nature of bacterial and viral diseases, including COVID-19 and other infectious diseases (collectively, the "Disease"), and the risk that I may be exposed to or contract the Disease by being on the Premises and/or participating in the Events, which may result in illness, personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of CSSC employees or others, including negligent emergency response or rescue operations of CSSC. I understand that CSSC cannot guarantee that I will not be injured or become infected with the Disease while on the Premises or during my participation in the Events and that being on the Premises and/or participating in the Events may increase my risk of contracting the Disease. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PREMISES AND PARTICIPATING IN THE EVENTS WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL SUCH RISKS, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF CSSC OR OTHERWISE.

3. **I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AGAINST CSSC, RELEASEES LISTED BELOW, NATIONAL SENIOR GAMES ASSOCIATION, NATIONAL CONGRESS OF STATE GAMES, YMCA OF THE PIKES PEAK REGION AND ITS PARTNERS, OPERATORS, VENDORS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND OWNERS AND LESSORS OF PREMISES USED IN CONNECTION WITH AN EVENT AND ITS AND EACH OF THEIR OFFICERS, DIRECTORS, MANAGER(S), EMPLOYEES, AGENTS, AFFILIATES, SHAREHOLDERS/MEMBERS, CONTRACTORS, VOLUNTEERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES") ON ACCOUNT OF PERSONAL OR PSYCHOLOGICAL INJURY, ILLNESS, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, OR FINANCIAL LOSS ARISING OUT OF A DATA BREACH OR OTHERWISE ATTRIBUTABLE TO MY BEING ON THE PREMISES OR PARTICIPATING IN THE EVENTS, WHETHER ARISING OUT OF THE ORDINARY NEGLIGENCE OF RELEASEES OR OTHERWISE (COLLECTIVELY, "CLAIMS"). I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST RELEASEES, AND FOREVER RELEASE AND DISCHARGE RELEASEES FROM ANY AND ALL LIABILITY UNDER SUCH CLAIMS.** The Releasees include, but are not limited to, the Colorado Springs Sports Corporation, Pikes Peak Regional Air Show, National Museum of World War II Aviation, Hot Apple Productions, X Equestria, Colorado Springs Philharmonic, Pikes Peak Hill Climb, YMCA of the Pikes Peak Region, and any subsidiaries, affiliates, event participants, sponsors, officials, sanctioning bodies, employees, agents, officers, volunteers, directors, board members, and representatives of the above listed entities.

4. I confirm that I: (a) am in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Events; and (b) am not experiencing symptoms of the Disease (such as cough, shortness of breath, sore throat, congestion, headache, muscle or body aches, chills, or fever), do not have a confirmed or suspected case of the Disease, and have not come in contact in the last 14 days with a person who has been confirmed to have or suspected of having the Disease. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Events and the Disease while on the Premises or participating in the Events, including, without limitation, requirements related to use of safety equipment. I will also follow all instructions, rules, policies, recommendations, and cautions of CSSC at all times while on the Premises or during the Events, including using all recommended safety gear during participation. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Events, or I begin experiencing symptoms of the Disease, I will immediately discontinue further participation in the Events. I agree to report all injuries of any kind to CSSC as well as inform CSSC of any conduct or condition that creates a hazard for participants or others and agree to immediately discontinue my participation in such activities.

5. I understand and agree that my being on the Premises and participation in the Events is granted at the sole discretion of CSSC and may be revoked at any time, for any reason, without prior notice. I understand and acknowledge that CSSC reserves the right to disqualify or eject an individual or team for inappropriate or unsportsmanlike conduct including but not limited to for any of the following reasons: use of alcohol (in excess, during competition, and/or outside of designated areas), use of illegal or prohibited drugs, destruction of property, rules infractions, unsportsmanlike conduct or disorderly behavior. Unsportsmanlike conduct resulting in any type of altercation on the field of play, the venue grounds, etc. may result in disqualification for the entire tournament or event with no refund. I understand and agree that spectators affiliated with me are responsible for knowing and adhering to the rules and policies of the Event. I understand and acknowledge that athletes and coaches and other participants are responsible for knowing, understanding, and following the rules, policies and code of conduct for their sport(s). I acknowledge that the CSSC is relying on these statements to allow me to participate in the Events.

6. **I hereby consent to receive medical treatment deemed necessary if I am injured or otherwise require medical attention during my participation in the Events.** I understand and agree that I am solely responsible for all costs related to such medical treatment and any related

medical transportation and/or evacuation. **I HEREBY RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS RELEASEES FROM ANY CLAIM BASED ON SUCH TREATMENT OR OTHER MEDICAL SERVICES.**

7. **I HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS RELEASEES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM MY BEING ON THE PREMISES OR MY PARTICIPATION IN THE EVENTS, INCLUDING BUT NOT LIMITED TO ANY CLAIM RELATED TO MY OWN NEGLIGENCE OR THE ORDINARY NEGLIGENCE OF RELEASEES.**

8. In consideration for participating in the Events, I agree and consent to be filmed, videotaped, audio recorded and photographed by the official photographer(s) and network(s) of CSSC at or in connection with the Events, including before, during and after the Events (the "Recordings"). **I hereby grant to CSSC and its designees, agents, and licensees (with no obligation to compensate me) the irrevocable and perpetual right and license to use, reproduce, adapt, publicly distribute, perform, display, broadcast, acquire, activate, retain, and transmit** (referred to herein as "Exhibit," "Exhibition" or other derivative of the word "Exhibit"), **and authorize others to Exhibit, the Recordings and my name, nickname, initials, autograph, facsimile signature, voice, biographical data, statements, performance, video and/or film portrayals, photograph, results, and/or electronic likeness and image and/or facsimile image of me** (collectively "My Likeness") **throughout the world in any and all forms of media currently existing or hereafter created, for any purpose, including but not limited to, promotional purposes, web casts, telecasts, advertising, publicity, and public relations by CSSC and its designees, agents, and licensees.** I represent and warrant that I have the right to grant such consent on behalf of myself. I acknowledge and agree that my participation in the Events does NOT grant to me any right or license to Exhibit Recordings or portions thereof (in any and all forms of media currently existing or created) from the Events without the prior express written consent of CSSC.

9. I hereby grant to CSSC the right to collect, process, disclose, retain, and otherwise use my personally identifiable information, including but not limited to my name, address and contact information, for any purpose, including but not limited to, promotional purposes, web casts, telecasts, advertising, publicity, and public relations by CSSC and its designees, agents and licensees.

10. To the extent that I have signed any other agreement with CSSC, then, should there be any conflict between the terms of this Release and any other such agreement, the term(s) providing the most protection to CSSC shall control. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of CSSC and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the courts located in El Paso County, Colorado and I hereby consent to the exclusive jurisdiction of such courts.

**I AGREE THAT I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AGREEMENT, UNDERSTAND ITS TERMS AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE RELEASEES, AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT CONTRARY TO ANYTHING CONTAINED HEREIN HAVE BEEN MADE BY CSSC OR ANY OF ITS EMPLOYEES OR AGENTS OR ANY OF THE OTHER RELEASEES. IF NOT SIGNED BY A PARENT OR LEGAL GUARDIAN BELOW, I REPRESENT THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, AND I ACKNOWLEDGE THAT RELEASEES ARE RELYING ON THE GRANT OF RIGHTS CONTAINED HEREIN. IF SIGNED BY A PARENT OR LEGAL GUARDIAN, THE PARENT OR LEGAL GUARDIAN HAS EXPLAINED THE RISK OF PARTICIPATING IN THE ACTIVITY AND SAFETY RULES TO THE MINOR AND MINOR UNDERSTANDS THE INHERENT RISKS AND AGREES TO FOLLOW ALL RULES OF PARTICIPATING. I FURTHER UNDERSTAND THAT I MAY REVOKE MY CONSENT BY CONTACTING CSSC AS DESCRIBED ON CSSC'S WEBSITE AND INFORMING CSSC OF ANY SUCH REVOCATION, AND THAT ANY REVOCATION OF CONSENT WILL APPLY ON A GOING-FORWARD BASIS AND WILL NOT APPLY RETROACTIVELY. I MAY ALSO PRINT AND RETAIN A COPY OF THIS RELEASE FOR MY PERSONAL RECORDS.**

I hereby agree that CSSC may use my personally identifiable information to send me marketing communications about CSSC and its partners.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Age

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Date and City Where Signed

*\*\* If the participant is under 18 years old, both the participant and a parent/guardian must sign the form.*

***For Parents/Guardians of Participants of Minority Age***

**THIS IS TO CERTIFY THAT I, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT, DO CONSENT AND AGREE TO HIS/HER RELEASE AS PROVIDED ABOVE OF ALL RELEASEES, AND, FOR MYSELF, MY CHILD AND OUR HEIRS, ASSIGNS, AND NEXT OF KIN, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO MY MINOR CHILD'S INVOLVEMENT OR PARTICIPATION AT THESE PROGRAMS AS PROVIDED ABOVE, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES, TO THE FULLEST EXTENT PERMITTED BY LAW. I FURTHER UNDERSTAND THAT I MAY REVOKE THE CONSENT PROVIDED ON BEHALF OF A MINOR BY CONTACTING CSSC AND INFORMING CSSC OF ANY SUCH REVOCATION, AND THAT ANY REVOCATION OF CONSENT WILL APPLY ON A GOING-FORWARD BASIS AND WILL NOT APPLY RETROACTIVELY. I MAY ALSO PRINT AND RETAIN A COPY OF THIS RELEASE FOR MY PERSONAL RECORDS.**

\_\_\_\_\_  
Parent/Guardian's Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Date and City Where Signed