



Breakaway Academy™, Inc.
Consent Waiver for Minor

MINOR CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I hereby acknowledge that I have voluntarily agreed to allow my minor child or ward to participate in any athletic activity(ies) through Breakaway Academy, Inc. In consideration of being permitted to participate in Breakaway Academy, Inc. activities, I agree:

1. My minor child or ward is in good health and fully capable of participating in athletic activities through Breakaway Academy, Inc. I willingly assume the risk of any injury incurred by my child or ward as a result of their participation in activities.
2. I know the nature of the ACTIVITY(IES) and the range of the minor's experience and capabilities, and believe the minor to be qualified to participate in the Activity(ies).
3. I FULLY UNDERSTAND and will instruct the minor that: a) THE ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the minor's actions, or inactions, the actions or inactions of others participating in the Activity(ies), the rules of the Activity(ies), the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; c) the minor is participating as an individual not as an agent or representative of any organization and acknowledge that all other participants in the activity are also participating in their individual capacities (d) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (e) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risks COULD BE SEVERE AND COULD PERMANENTLY CHANGE THEIR FUTURE.
4. I consent to the minor's participation in the Activity(ies) and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS, OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
5. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Breakaway Academy, Inc., its affiliates and affiliated programs, their respective administrators, directors, agents, coaches, employees, owners, and partners of the organization, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners, lessors

and lessers of premises used to conduct the event, or event inspectors, surveyors, underwriters, consultants, and other persons or entities who give recommendations, directors, or instructions or engage in risk evaluation or loss control activities regarding the premises of the ACTIVITY(IES), and each of them, their officers, directors, agents and employees, all for the purposes herein referred to as "RELEASEES," FROM ALL LIABILITY TO ME, my and the personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY, including, but not limited to death or damage to property, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.

6. I understand that my minor child or ward may be filmed, photographed, or videotaped during the above mentioned athletic activity and I hereby give consent for my child or ward and/or myself to appear in such filmed, photographed, or videotaped record and in consideration of your permitting me to participate in the activities grant permission and license to Breakaway Academy, Inc. to utilize said images or likenesses in connection with any advertising, promotional or marketing materials, or events now or in the future.
7. If, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the "Releasees" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any litigation expenses, attorney fees, loss, liability, damage, or cost they may incur due to the claim made against any of the "Releasees" named above, whether the claim is based on the negligence of the of the Releasees or otherwise.
8. I assent to this agreement on my own behalf and on behalf of the minor child or ward.

I HAVE READ THIS DOCUMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACKNOWLEDGING IT, AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.