

## **Release and Waiver of Liability**

The individual named in this form (referred to as "I" or "me") desires to participate in indoor and/or outdoor sports activities, including, but not limited to, indoor and outdoor cricket training and games (whether singular or plural, hereinafter referred to as the "Activities"), provided by EKA Sport LLC d/b/a Minnesota Youth Cricket Academy, a Minnesota limited liability company (the "Company") with offices and an indoor sports facility located at 15314 Minnetonka Industrial Boulevard, Minnetonka, MN 55345 (the "Facility"). As lawful consideration for permission by the Company to participate in the Activities and for the intangible value that I will gain by participating in the Activities, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

I am aware of and understand the nature of the Activities, which includes physical contact with other participants and vigorous cardiovascular exercise, and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I am aware and understand that the Activities are dangerous Activities and involve serious risks, including but not limited to, sprains, fractures, concussions, paralysis, permanent disability, serious injury, death, and property damage. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of the Company. I acknowledge that I am knowingly and voluntarily participating in the Activities with an express understanding of the danger involved and hereby agree to accept and assume any and all risks of injury, death, or property damage, whether caused by the negligence of the Company or otherwise.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, employees, agents, affiliates, members, successors, and assigns (collectively, "Releases"), on account of injury, death, or property damage arising out of or relating to my participation in the Activities or use of the Facility, whether arising out of the negligence of the Company or any Releases (excluding gross negligence or intentional misconduct on the part of the Company or its Releases) or the negligent or intentional conduct of other participants or spectators, or otherwise. I covenant not to make or bring any such claim against the Company or any other Release, and forever release and discharge the Company and all other Releases from liability under such claims.

I shall defend, indemnify, and hold harmless the Company and all other Releases against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this agreement, and the cost of pursuing any insurance providers, incurred by or awarded against indemnified party, arising out of or resulting from any claim of a third party related to my participation in the Activities.

This Agreement constitutes the entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. I acknowledge and agree that no representations or agreements, written or oral, have been made to me by the Company or any other Releasee with respect to any of the subject matter contained in this agreement, and I represent and warrant that I am not relying on such representations. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent in any jurisdiction, then the remaining terms and provisions and their application to other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Agreement is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Hennepin County, Minnesota and I hereby consent to the exclusive jurisdiction of such courts. If any action at law or in equity is necessary to enforce the terms of this

Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorneys' fees, court costs, and necessary disbursements in addition to all other relief to which he/she or it may be entitled.

By continuing this registration process, I acknowledge that I have read and fully understood all of the terms of this Agreement and that I am voluntarily giving up substantial legal rights, including the right to sue the Company, without any inducement, assurance, or guarantee being made to me. I intend my signature to be the required evidence of my assent to completely and unconditionally release all liability to the greatest extent allowed by law.