



# AIM Athletics, LLC

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## **CONTINUING GENERAL RELEASE and WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT AND AGREEMENT TO ARBITRATE ("AGREEMENT")**

In consideration of me or my minor child named below being permitted to participate in, attend and/or observe any activity conducted by AIM Athletics, LLC (hereinafter, "AIM") in connection with any of its business operations or activities, regardless whether conducted at AIM's facility at the address above or any other locale, I am voluntarily entering into this Continuing General Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Agreement to Arbitrate (hereinafter, "Agreement"). By signing this Agreement I acknowledge and represent that I fully understand that AIM operates an athletic business and those activities include the possibility of significant physical/bodily injury. I represent and warrant that I and/or my child named below am/is qualified, in good health, and in proper physical condition to participate in such activity. I represent and warrant that if I believe any elements, events or conditions of such activities are unsafe or I am or my child is unable to perform such activities, I will immediately discontinue my or my child's participation in the activity. I represent that I have had am and satisfied with the opportunity to make all inquiries necessary regarding the AIM activities in which I and/or my child shall participate. I fully acknowledge and understand all of the dangers and risks of AIM's activities and without qualification accept and assume all such risks and dangers and all responsibility for injuries (temporary, permanent and life-ending), losses, costs and damages I or my child may incur as a result of my or my child's participation in such activities.

Without qualification or exception, I hereby individually and/or as legal representative of my child RELEASE, FOREVER DISCHARGE and COVENANT NOT TO SUE AIM Athletics and its owners, directors, officers, employees, agents, volunteers, employees, sponsors, other participants (teams, coaches and athletes), advertisers, and if applicable, owners and lessors of premises on which the activity takes place (individually and collectively referred to hereinafter as "The Released Parties") from any and all claims, demands, costs, expenses, liabilities, losses, or damages I and/or my child may suffer caused by, related to, in connection with or arising out of any damage (physical or property), injury (temporary, permanent or life-ending) or loss of any type or nature whatsoever.

Without qualification or exception, I agree to protect, defend, indemnify and hold harmless The Released Parties from and against any and all claims, demands, costs, court and arbitration costs, expenses, liabilities, losses, or damages whatsoever that any of The Released Parties may suffer caused by, related to, in connection with or arising out of any damage (physical or property), injury (temporary, permanent or life-ending) or loss of any type or nature whatsoever suffered by me or my child as a result of my and/or my child's participation in, attendance at and/or observe of any activity conducted by AIM Athletics. I further agree, that in the event AIM Athletics in its sole discretion shall determine it necessary, may retain the services of an attorney of its choosing which may be separate and apart from and in addition to any attorney provided by any insurer to represent AIM Athletics and/or any other of The Released Parties I have agreed to indemnify herein in connection with any matter for which I have agreed to indemnify The Released Parties, and that all costs and expenses attendant to that representation, including expert witness charges and reasonable attorney's fees based upon the experience of said experts and attorney and the time spent by said parties on such representation, shall also be costs and expenses for which I have agreed to provide indemnification herein.

WITHOUT QUALIFICATION OR EXCEPTION, I, INDIVIDUALLY AND AS LEGAL REPRESENTATIVE OF MY CHILD, FURTHER UNDERSTAND, ACKNOWLEDGE AND AGREE THAT ANY AND ALL DISPUTES OR CLAIMS RELATED TO, IN CONNECTION WITH OR ARISING OUT OF MY OR MY CHILD'S PARTICIPATION IN, ATTENDANCE AT AND/OR OBSERVE OF ANY ACTIVITY CONDUCTED BY AIM ATHLETICS SHALL BE BROUGHT ONLY IN A COURT OF COMPETENT JURISDICTION IN MONTGOMERY COUNTY, TEXAS, THAT MONTGOMERY COUNTY, TEXAS IS A PROPER AND CONVENIENT VENUE AND FORUM IN WHICH TO RESOLVE ANY SUCH DISPUTES AND/OR CLAIMS, AND THAT ANY SUCH DISPUTES AND/OR CLAIMS SHALL REFERRED BY SUCH COURT TO AND COMPLETELY AND PERMANENTLY RESOLVED BY BINDING ARBITRATION AND THE DECISION ISSUED BY SUCH BINDING ARBITRATION SHALL BE FINAL AND ENFORCEABLE BY SUCH COURT. I AGREE THAT ANY SUCH BINDING ARBITRATION SHALL BE CONDUCTED UNDER THE RULES OF THE NATIONAL ARBITRATION FORUM AND SHALL BE CONDUCTED USING A SINGLE ARBITRATOR MUTUALLY SELECTED THE PARTIES OR, IN THE EVENT THE PARTIES CANNOT AGREE, THE ARBITRATOR SHALL BE SELECTED BY THE HEAD JUDGE FOR THE DISTRICT COURT OF MONTGOMERY COUNTY, TEXAS.

I understand that it is AIM Athletics' requirement that for my minor child named below, both parents are required to consent to this Agreement, but that the electronic system only allows for one signature. I represent and warrant under penalty of perjury that my child's other parent consents here to, and that my signature hereon is evidence of such content.

It is my intent that this Agreement constitute and at all times be interpreted in every manner as continuing with regards to all matters contained herein and shall not limited to or for a single instance.

By signing below I represent and warrant that (1) I have read the Agreement, (2) I understand it, (3) that acknowledge, understand and agree that I, individually and as legal representative on behalf of my child, am giving/have given up

substantial legal rights by signing it, (4) I have signed it freely and without any inducement or assurance of any nature, (5) I intend it to be a complete and unconditional release and waiver of all liability of The Released Parties to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid the balance notwithstanding such determination shall continue in full force and effect.

**A WAIVER MUST BE COMPLETELY FILLED OUT AND SIGNED IN ORDER TO PARTICIPATE AT AIM ATHLETICS:**

**Name of Minor Child:** \_\_\_\_\_

**Child's Date of Birth:** \_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned, individually and/or as parent and/or legal representative of the Minor Child identified immediately above, after having completely read this Agreement, by signing below does hereby agree and covenant to be legally bound to and by this Agreements and all terms and conditions contained in it.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed name of person signing**

\_\_\_\_\_  
**Relationship to minor child**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**email Address**