

# SPORTSQUEST WAIVER, RELEASE AND INDEMNITY AGREEMENT

In consideration of my (or my son's/daughter's) participation (the "Participant") in (the "Event") hosted by SportsQuest, LLC ("SportsQuest"), I agree to assume, on behalf of the Participant, the risks incidental to such participation and use (which risks may include, among other things, muscle injuries and broken bones) and, on behalf of Participant, waive, release and forever discharge the "Released Parties" defined below, of and from all liabilities, claims, actions, damages, cost or expenses of any nature arising out of or in any way connected with Participant's participation in the Event, and further agree to indemnify and hold each of the Released Parties harmless against any and all such liabilities, claims, actions, damages, cost or expenses, including but not limited to, all attorney's fees and disbursements.

"Released Parties" shall include: SportsQuest and any of its subsidiaries, SportsQuest Foundation, and each of their directors, officers, independent contractors, employees, agents, representatives, successors and assigns.

I understand that this waiver, release and indemnity agreement includes any claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death) and property damage, whether suffered by Participant, before, during or after participation in the Event. I declare that Participant is physically fit and has the skill level required to participate in the Event.

I further authorize medical treatment for Participant, at my cost, if the need arises.

I also understand that Participant may be required to leave the premises of the Event should Participant exhibit undesirable conduct.

I further grant the Released Parties the right to photograph and/or videotape Participant at this Event and further to use Participant's name, face, likeness, voice and appearance in connection with publicity, advertising, promotional materials and/or video distribution of the Event, including without limitation, via the internet, without charge, reservation or limitation. I acknowledge, however, the Released Parties are under no obligation to exercise the rights herein granted.

This agreement shall be governed by the laws of the Commonwealth of Virginia and any legal action relating to or arising out of this agreement shall be commenced exclusively in that State.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Parent or Legal Guardian Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date