



TOURNAMENT/EVENT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND POLICY AGREEMENT

IN CONSIDERATION of Participant being allowed to participate in activities and events offered by En Fuego Kids (EFK), including the activities and events of various teams within EFK, and on behalf of myself, and my personal representatives, heirs, children, successors, and assigns, for myself and on behalf of Participant:

- 1. I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** EFK or any of its managers, coaches, players, participants, officials, members of its Board of Directors, committee members, facility owners and lessees, sponsors, advertisers, volunteers, employees, agents, and all persons assisting in the conduct of EFK activities or events (all of whom are collectively referred to as the RELEASEES), FROM ALL LIABILITY for any and all present or future loss or damage, and any claims, demands, and causes of action (hereinafter LIABILITY) on account of any personal injury, including death, or property damage, arising out of or related to any EFK event or activity; and from any cause whatsoever, including, without limitation, the failure of anyone to enforce rules and regulations, to make inspections, the condition of any portion of the facilities or premises, defective products, any act or omission of the RELEASEES, or any other act WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. This release, waiver, discharge, and covenant not to sue also expressly covers all LIABILITY in any way related to my presence, or the presence of Participant, for any reason at the facilities of EFK or on the premises where the EFK events and/or activities take place, including as a spectator, and includes transportation to and from the activities and events.
- 2. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES** and each of them FROM ANY LOSSES, DAMAGES, INJURIES, DEBTS, LIABILITIES, EXPENSES (including court costs and attorneys' fees), JUDGMENTS, OR COSTS they may incur due to claims, demands, damages, or causes of action brought against the RELEASEES 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 arising from or related in any way to any EFK event or activity.
- 3. I HEREBY AGREE TO furnish acceptable proof of the Participant's age and residence** to EFK upon request.
- 4. I HEREBY AGREE TO abide by the policies and procedures of EFK.**
- 5. I HEREBY give permission to EFK** to use photographs and videos taken of Participant during the games and events associated with EFK in any manner to help promote the tournament/event activities. Such use could include publications, media releases, announcements, electronic or otherwise, and on EFK websites or social media pages. I understand that neither I nor Participant will receive any compensation if such image



appears in any of the manners listed above or other manner that EFK deems appropriate. I agree that such image is the property of EFK.

6. **I HEREBY REPRESENT AND WARRANT** that I am the parent or legal guardian of the Participant, and that I am legally authorized to enter this agreement on behalf of the participating child.