

Kick Soccer Camp Waiver

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (all participants and guardians of all minors must sign)

In consideration for being allowed entry into and participation in activities with the Nicos Dream, Inc., Curing Childrens' Cancer Fund, Fiesta Mart, Inc., Fiesta Kicks Cancer Soccer Camp and San Antonio 5th Annual Kick Cancer Soccer Camp (the "Activity"), we, individually and for my successors and assigns, and/or as parent or guardian of minor entrants and wards, (collectively "we") hereby enter into this RELEASE OF LIABILITY AGREEMENT (this "Agreement") with the Nicos Dream, Inc., Curing Childrens' Cancer Fund, Fiesta Mart, Inc., Fiesta Kicks Cancer Soccer Camp and the San Antonio 5th Annual Kick Cancer Soccer Camp (collectively, with their present and former officers, directors, members, volunteers, affiliates, employees, affiliated entities, agents and any other person, firm, or corporation bound to defend or pay judgments against them, referred to herein as "Released Parties"), as of the date set forth below.

1. **ACKNOWLEDGMENT OF RISKS:** We understand there are risks associated with entry into or participation in the Activities including, injury or death, and damage to property or privacy rights. We acknowledge that we will be liable for all damage to persons or property caused by us or any person (including minors) under our care and control. We declare that we are fit and able to safely participate in the Activities, have had the opportunity to consult with medical professionals to assist us with that determination, and that Released Parties are not responsible for making such determination, and have not been provided with information from which to make such a determination. We are not relying on any representation from Released Parties making this determination.

2. **RELEASE FROM LIABILITY:** We, individually and for our heirs, successors, assigns, all guardians of minor entrants, and wards, hereby RELEASE, ACQUIT, AND FOREVER DISCHARGE and WAIVE any and all Claims against, and agree not to sue the Released Parties for any Claims that relate to our entry and participation in the Activities.

WE UNDERSTAND THAT RELEASED PARTIES ARE CHARITABLE ORGANIZATIONS, WHO VOLUNTEER FOR THE BENEFIT OF THE COMMUNITY AND ARE IMMUNE FROM CERTAIN LIABILITIES PURSUANT TO TEXAS CIVIL PRACTICE AND REMEDIES CODE ("CPRC") CHAPTERS 84.

3. **AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:** We agree to RELEASE, DEFEND, INDEMNIFY and HOLD HARMLESS the Released Parties against any and all Claims arising from or related to the Activities—including, but not limited to all costs, expenses, liabilities, damages, demands, (including attorneys' fees) ("Claims"), regardless of whether the Claims are found or alleged to arise in whole or in part from any NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENCE PER SE, or STRICT LIABILITY, of the Nicos Dream, Inc., Curing Childrens' Cancer Fund, Fiesta Mart, Inc., Fiesta Kicks Cancer Soccer Camp and San Antonio 5th Annual Kick Cancer Soccer Camp, or their present and former officers, directors, members, volunteers, affiliates, employees, affiliated entities, agents and any other person, firm, or corporation bound to defend or pay judgments against them (together the "Released Parties"). This indemnity includes without limitation Claims for (i) personal injury, death, intellectual property or privacy rights, or property damage; (ii) Deceptive Trade Practices ("DTPA"); (iii) acts of third parties; and/or (iv) any other hazards associated with the Activities, including, but not limited to, the general conditions at the Activities, animals both wild and domestic that may be diseased and/or potentially dangerous, persons with weapons both on and off the premises used in connection with the Activities, and traveling in any vehicle. We further agree to RELEASE, DEFEND, AND INDEMNIFY the Released Parties for all Claims for injuries to minors under their care and control and/or his or her parent/guardian, and for any Claims asserted by, through or under the undersigned, arising from the Activities.

4. **PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY:** We grant permission to be photographed and/or interviewed in connection with the Activities. We understand that photographs or interviews may be used by

Released Parties or television, film, video, visual, or printed media. We agree to RELEASE, DEFEND and INDEMNIFY Released Parties for any Claims related to photographs or interviews by the Released Parties or any media.

5. TEXAS LAW: We agree that this Agreement is governed by Texas law, and any disputes will be resolved in a State Court in Bexar County, Texas. However, we agree that Nicos Dream, Inc., Curing Childrens' Cancer Fund, Fiesta Mart, Inc., Fiesta Kicks Cancer Soccer Camp and San Antonio 5^h Annual Kick Cancer Soccer Camp may elect that any claims or disputes arising from this Agreement be decided by binding arbitration administered by the American Arbitration Association (AAA) pursuant to the Federal Arbitration Act, in accordance with the Commercial Arbitration Rules of the AAA. If any part of this Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of this Agreement. This Agreement controls notwithstanding any conflicting terms or conditions of any other agreement between the parties.

6. COMPREHENSION AND AUTHORITY: We, participant and parent/guardian, certify that we understand and will abide by all rules and regulations of the Nicos Dream, Inc., Curing Childrens' Cancer Fund, Fiesta Mart, Inc., Fiesta Kicks Cancer Soccer Camp, and San Antonio 5th Annual Kick Cancer Soccer Camp and understand that this is a complete and final release and indemnity agreement, that we are voluntarily entering into this Agreement, and that no representations, promises or statements made by any Released Party, or any agent or other representative of any Released Party has influenced us to sign this Agreement. We completely understand this Agreement and agree to its terms.

YOUTH/CHILD PARTICIPANT PRINTED NAME

DATE

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE OR LACKING LEGAL CAPACITY

(UNDER AGE 18 AT DATE THIS AGREEMENT IS SIGNED)

If the person on whose behalf this Agreement is being executed is a minor or lacks legal capacity, a parent or legal guardian must execute this Agreement. By signing below, the parent or guardian represents and warrants that they have full authority to execute this Agreement as guardian on behalf of the minor or ward participant.

SIGNATURE — Parent/Guardian

DATE

PRINTED NAME - PARENT/GUARDIAN: _____

RELATIONSHIP TO MINOR OR WARD: _____

NAME EMERGENCY CONTACT: _____

TELEPHONE NUMBER: _____