PARTICIPANT ACKNOWLEDGMENT, RELEASE AND INDEMNITY AGREEMENT

In consideration of the use of the facilities and services provided by brvc, LLC/ LVC / BYOP® / GoKids Youth Sports™ / College-Bound Coaches Network™ / RNN Sports Gym™ / NART™ and his/her/its parents, subsidiaries, affiliates, agents, employees, volunteers, participants, and all other persons or entities acting in any capacity on his/her/its behalf (all hereinafter collectively referred to as the "Providers"), I hereby agree to release, indemnify, and discharge the Providers, on behalf of myself, my children, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that participation in the sport of volleyball and associated forms of exercise entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to the participant, to third parties, or to property. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **THE RISKS INCLUDE, AMONG OTHER THINGS: SLIPS AND FALLS; COLLISIONS; CONCUSSIONS; MUSCULAR STRAINS AND SPRAINS; AND CARDIAC COMPLICATIONS. FURTHERMORE, WHILE THE AGENTS, EMPLOYEES AND VOLUNTEERS OF LVC/BYOP®/brvc, LLC SEEK TO AVOID ACCIDENTS AND INJURIES, THEY ARE NOT INFALLIBLE. THEY MAY GIVE INADEQUATE WARNINGS OR INSTRUCTIONS, AND EQUIPMENT BEING USED MIGHT MALFUNCTION.**

2. I expressly agree and promise to accept and assume all of the risks and dangers involved in allowing my son/daughter to participate in this activity. My child's participation in this activity is purely voluntary, and I elect to have my child participate in spite of the risks.

3. **I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROVIDERS (OR ANY OF THEM) FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, OR DAMAGES WHICH ARE IN ANY WAY CONNECTED WITH USE OF THE PROVIDERS' FACILITIES OR EQUIPMENT OR PARTICIPATION IN THIS ACTIVITY, INCLUDING, WITHOUT LIMITATION, CLAIMS, DEMANDS, CAUSES OF ACTION, OR DAMAGES ARISING OUT OF PERSONAL INJURY, PROPERTY DAMAGE, OR LOSS OF LIFE OR PROPERTY CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF THE PROVIDERS.**

4. Should the Providers, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

_____/_____
Initials of Parents

5. I certify that I have adequate insurance to cover any injury or damage my child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition my child may have.

6. I agree to the sole, exclusive jurisdiction of the courts of the State of Texas in any action arising out of or relating to enforcement of this Agreement, and I further agree that the substantive law of that state shall apply in such action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I HAVE RELEASED, DISCHARGED, AND AGREED TO INDEMNIFY AND HOLD HARMLESS THE PROVIDERS (OR ANY OF THEM) FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, OR DAMAGES WHICH ARE IN ANY WAY CONNECTED WITH USE OF THE PROVIDERS' FACILITIES OR EQUIPMENT OR PARTICIPATION IN THIS ACTIVITY, INCLUDING, WITHOUT LIMITATION, CLAIMS, DEMANDS, CAUSES OF ACTION, OR DAMAGES ARISING OUT OF PERSONAL INJURY, PROPERTY DAMAGE, OR LOSS OF LIFE OR PROPERTY CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF THE PROVIDERS. I FURTHER ACKNOWLEDGE THAT IF ANYONE IS INJURED OR KILLED OR PROPERTY IS DAMAGED WHILE USING THE PROVIDER'S FACILITIES OR EQUIPMENT OR PARTICIPATING IN THIS ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST THE PROVIDERS ON THE BASIS OF ANY SUCH CLAIM, DEMAND, CAUSE OF ACTION, OR DAMAGE.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

PARENTS OF PARTICIPANT

Full Name of Participant (Please Print)

_____

Full Names of Parents of Participant (Please Print)

_____

_____

Signatures of Parents Participating

_____

_____

Date/Month/Year _____