

DE TURF SPORTS COMPLEX

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in programs, games, leagues, tournaments and other events and to use the facilities, equipment and other services at, upon or about the DE Turf Sports Complex located at 4000 Bay Road, Frederica, Delaware 19946 and/or offered by Kent County Regional Sports Complex Corporation and/or any of its affiliates, partners, tenants, licensees or sponsors (collectively, "DE Turf"), the undersigned, for himself/herself and for his or her heirs, agents, personal representatives and assigns (and if the undersigned is a minor, the undersigned's parents, guardians and other care-givers), does hereby agree to the greatest extent permitted by law, as follows:.

Assumption of Risk: The undersigned hereby acknowledges and agrees that the undersigned (i) understands the nature of the activities to be undertaken at the Facility and that there are inherent risks and dangers associated with such activities, including, without limitation, injury, pain, suffering, illness and/or death, and (ii) knowingly and voluntarily accepts and assumes responsibility for each of those risks and dangers and all other risks and dangers that arise out of or occur during the undersigned's activities at the Facility. The undersigned represents that he or she is in good health and proper physical condition for all activities in which the undersign will participate at the Facility.

Release and Waiver: The undersigned hereby irrevocably and unconditionally RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Facility and Kent County Regional Sports Complex Corporation, and their respective members, officers, directors, agents, employees and sponsors (collectively, the "Releasees"), from and for any and all claims, liabilities, obligations, disputes, damages and causes of action of any kind or nature, known or unknown, which the undersigned may have or claim to have, now or in the future, directly or indirectly, with respect to any personal injury, accident, illness or death and/or property loss, however caused, arising from or in any way relating to the undersigned's activities, or otherwise occurring during any time while the undersigned is present at, upon or about the Facility, excepting only those caused by the willful misconduct, gross negligence or intentional torts of DE Turf Sports Complex.

Indemnification and Hold Harmless: The undersigned hereby agrees to INDEMNIFY, DEFEND AND HOLD HARMLESS the Facility, BPG Sports and all Releasees from and against any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including, without limitation, attorney's fees and court costs, arising from or in any way relating to the undersigned's activities, excepting only those caused by the willful misconduct, gross negligence or intentional torts of DE Turf Sports Complex.

Severability: The undersigned expressly agrees that this Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement (this "Agreement") is intended to be as broad and inclusive as permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Binding Effect; Governing Law: This Agreement shall be binding upon the undersigned and the undersigned's heirs, agents, personal representatives and assigns (and if the undersigned is a minor, the undersigned's parents, guardians and other care-givers). This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware (without giving effect to conflicts of law principals) and the state and federal courts located in Wilmington, Delaware shall be the exclusive venue for all actions and proceedings involving this Agreement or any claim arising from the undersigned's use of the Facility. This Agreement constitutes the entire agreement of the undersigned with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings. This Agreement may not be withdrawn, cancelled, terminated, revoked, amended or revised by the undersigned.

Acknowledgement and Understanding: The undersigned has read this Agreement and has had an opportunity to ask questions about it. The undersigned fully understands this Agreement and acknowledges that the undersigned is giving up substantial rights in connection herewith, and that its terms are contractual and not merely recital.

INTENDING TO BE LEGALLY BOUND, THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT HE/SHE IS SIGNING THIS AGREEMENT FREELY, VOLUNTARILY AND WITH FULL UNDERSTANDING OF THE TERMS.

Print Name: _____

Address: _____

Date: _____

Signature of Parent/Guardian of Minor (under age of 18)

Print Name: _____

Address: _____

Date: _____

SEE COVID-19 WARNING ATTACHED TO THIS AGREEMENT

COVID-19 WARNING

While the Facility is operated and maintained pursuant to the applicable guidelines published by the Center for Disease Control and the State of Delaware, due to the nature of the COVID-19 virus, no assurance or representation is made that the Facility and all employees, participants, guests, vendors, service providers and others that enter upon the Facility are free from COVID-19. Accordingly, everyone entering upon the Facility (or any art thereof) assumes the risk of contracting COVID-19 and/or other viruses related thereto.