# Release and Waiver of Liability

**PLEASE READ CAREFULLY!**

# THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the “Release”) is executed on this day of , 2023, by

 , (the “Participant”), in favor of **Profitise, LLC, Axad Capital,** and any related event organizers or affiliated organizations, and their respective directors, officers, trustees, employees, volunteers and agents (collectively, the “Released Parties”).

There are certain inherent risks associated with participating in sports and/or athletic training that cannot be eliminated. These risks include, but are certainly not limited to: (1) minor injuries such as scratches, cuts, bruises, and strains; and (2) major injuries such as injuries to the eyes, infection, loss of sight, joint injuries, back injuries, heart attacks, concussions, paralysis, and even death. Also included in these risks are the same or similar injuries that might result from using training equipment, actual use of a field or training facilities, the acts of others, or from the unavailability of emergency staff or emergency medical care (hereinafter we shall define all of these risks and potential injuries as “Risks”). All of these Risks will be present in the activities that you will be participating in (the “Activities”). HAVING READ THIS PARAGRAPH and having an appreciation for and an UNDERSTANDING OF THESE RISKS, you hereby affirm that your participation in these Activities is voluntary and that you agree to all of the following:

I, the Participant, desire to participate in the activities of the Released Parties, including, but not limited to sports activities, basketball, and other related activities ("Activities").

I, the Participant, hereby agree to all the terms and conditions set forth within this instrument:

**Release and Waiver.** I, the Participant, do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims and demands which I or my heirs, assigns, next of kin, or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to my Activities with any of the Released Parties, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of any of the Released Parties or of other volunteers.

I understand and acknowledge that by this Release I knowingly assume the risk of injury, harm and loss associated with the Activities. I also understand that the Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage.

**Medical Treatment.** I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

**Insurance.** I, the participant, acknowledge that the Released Parties do not carry insurance on behalf of myself or my associated company.

**Assumption of the Risk**.  **I hereby expressly and specifically, ASSUME ALL OF THE RISKS THAT MAY OR CAN ARISE OUT OF PARTICIPATING IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE ATHLETIC ACTIVITY ITSELF, USE OF THE EQUIPMENT, FIELD OR FACILITIES, THE ACTS OF OTHERS OR THE UNAVAILABILITY OF EMERGENCY CARE, as well as those Risks described in the preceding paragraph.**

**Indemnity.** I, on behalf of myself and/or our heirs, personal representatives, and/or assigns, also agree to indemnify and hold the Released Parties, as well as their affiliates, parents, subsidiaries, assigns, partners, attorneys, members, employees, independent contractors, shareholders, officers, directors, and agents or anyproducers, investors, cast members, or any other person or entity associated in any way with the ownership, operation, or affiliation with recreational facilities and the creation, production, or distribution of related marketing content on any MailCon-owned website, harmless from any and all claims, causes of actions, lawsuits, arbitrations, or proceedings, as well as from any expenses, judgments, costs, fees, damages, expenses, and/or liabilities, including attorneys' fees incurred in defending or prosecuting any such claims brought against the Released Parties as the result of my participation in the Activities. I hereby allow the Released Parties to use my image or likeness without current or future compensation for marketing purposes related to MailCon.

**Other.** I, the Participant, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state of California. I further agree that in the event any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release does not prevent the exercise of any other right.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.**

**Participant**: Name (please print):

Signature:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_