

Apex Warriors Terms and Conditions & Liability Waiver

Event Information

Event Dates: February 10, 2024

Name of Event: Apex Warriors Martial Arts Championships

Event Producer: Apex Warriors

Event: Martial arts competition, officiating, spectating, and related activities

Event Location(s): Oleta Park Gym, 16340 West Dixie Highway, North Miami Beach, FL 33160

Please Read Carefully

(Adult = 18 years of age or over; Minor = under 18 years of age)

PLEASE NOTE: The “Released Parties,” as referenced in the waiver below, include: Fast Answer, Inc., Digitego Media, LLC, CTX Martial Arts, Barak Martial Arts, and all companies that participated in the running of this event; their respective parent, subsidiary, affiliated or related companies; and the shareholders, officers, directors, employees, agents, contractors, subcontractors, representatives, successors, assigns, and volunteers of each of the foregoing entities.

NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration of my and/or my child or ward’s participation in the Event referenced above and any related activities (collectively, the “Event”), whether as a tournament competitor, spectator, coach, trainer, team member, official, judge, scorekeeper, ring

manager, or in any other capacity of participation or viewing, wherever the Event may occur, I agree to assume all risks incidental to such participation and/or presence (which risks may include, among other things, muscle injuries, broken bones, permanent injury or disability, or death). On my own and/or my child or ward's behalf, and on behalf of my and/or my child or ward's heirs, executors, successors, administrators, and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined above) from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my or my child or ward's participation in or presence at the Event and/or any activities in any way related to the Event, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such liabilities, claims, actions, damages, costs or expenses including, but not limited to, all attorneys' fees and disbursements up through and including any appeal.

I understand that this release and indemnity includes any and all tort, contract and other claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury, death, property damage, and loss by theft or otherwise, whether suffered before, during, or after such participation and/or presence. If I am executing this release on behalf of my child or ward, I understand that the extent to which I am releasing the Released Parties for negligence is limited by Florida Statute 744.301 to those risks inherent in the activity and any other risks which may be found to be not in conflict with the limitations of that statute (please be sure and read the uppercase text found above on this form).

I declare that I and (if participating or present) my child or ward are physically fit and have the skill level required to participate in, or be present at, the Event and/or any activities related to the Event. I further authorize medical treatment for me and/or my child or ward, at my cost, if the need arises, without any additional permission on my part. I acknowledge that Apex Warriors and the event locations are not responsible for organizing, operating, producing, supervising or otherwise conducting the Event and makes no representations or warranties, either express or implied, regarding the condition or suitability of the venue for the Event.

In consideration of my and/or my child or ward's participation in or presence at the Event, wherever the Event may occur, I also agree that my and/or my child or ward's name, likeness, voice, description, and performances at the Event may be recorded, compiled, edited, sold, distributed, and otherwise used by the Released Parties without restriction for purposes of publicity and marketing, television broadcast, home video or DVD, print media, or any other purpose, and I expressly waive on my behalf and that of

my child or ward, the right to seek compensation therefor from any of the Released Parties; and that the email address(es) and phone and text numbers listed above and/or used by me in registration for the Event or otherwise provided to the Released Parties may be used for present and future marketing, survey, and data compilation purposes by the Released Parties and/or their subsidiary and/or affiliated companies or other entities at the discretion of the Released Parties, and that signing this form may be considered an "opt-in" for those purposes and that I may receive emails or other communications soliciting goods and services, products, and my and/or my child or ward's participation or presence at future martial arts events or other activities.

This Waiver Form shall be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Waiver Form or the Event shall be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county and having subject matter jurisdiction), and I specifically waive the right to trial by jury.

I certify I am 18 years of age or older and, if I am executing this Waiver Form on behalf of my child or ward, the information set forth above pertaining to my child or ward is true and complete.