

## Exhibit X - Waiver and Release of Liability Form

**Purpose.** This Waiver and Release of Liability Form is a condition of membership in USA Dodgeball, Inc. ("USAD" or the "Organization"). This Policy applies to all participants in USAD-sanctioned tournaments, leagues, combines, and related programs as defined in Schedule XXI - Event Sanctioning Policy. By completing the registration form, each Member acknowledges and agrees to the terms herein.

Executed Waiver and Release of Liability Agreements shall be retained by the Secretary, Executive Director, or Event Organizer for a period of no less than seven (7) years following the conclusion of the Event, in accordance with Schedule XIX - Retention of Documents Policy.

**Compliance.** I agree to comply with all stated and customary terms, rules, and conditions for participation, including the USAD Bylaws, Code of Conduct Policy, and all other published USAD Regulations, including all policies incorporated into these Bylaws. If I observe any unusual or significant hazard during my presence or participation, I shall remove myself from participation and immediately notify the nearest event official.

**Acknowledgment of Risk.** I acknowledge and fully understand that participation in dodgeball involves inherent and significant risks of serious injury, including concussion, traumatic brain injury, permanent disability, or death. These risks may result from my own actions or inactions, the actions or inactions of others, the rules of play, unsafe conditions of premises, or faulty equipment. I accept personal responsibility for all damages or consequences arising from such injury or harm.

**Assumption of Risk.** I knowingly and freely assume all risks, both known and unknown, even if arising from the negligent acts or omissions of others, and assume full responsibility for my participation.

**Release and Indemnification.** I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby release and hold harmless USAD, its officers, Directors, employees, agents, coaches, volunteers, Member Organizations, sponsors, advertisers, and event facilities ("Releasees") from any and all claims of injury, disability, death, or damage to person or property, whether arising from negligence or otherwise, to the fullest extent permitted by law. I agree to indemnify and hold harmless the Releasees from any such claims, including reasonable attorney's fees and costs of defense. This release shall not waive or limit any rights or claims arising from acts of gross negligence or willful misconduct by USA Dodgeball, its officers, or representatives.

**Substance Use.** I agree not to participate in USAD-sanctioned activities or represent USAD while under the influence of alcohol, illegal substances, or any banned/prohibited drugs. I further agree not to engage in unlawful possession, distribution, or use of such substances during Events or while serving in any official capacity.

**Conduct.** I agree to comply with the **USAD Code of Conduct, SafeSport policies**, and any Event-specific rules. I understand that violations may result in disciplinary action, including suspension or termination of membership.

**Media and Likeness Authorization.** I hereby grant USAD, in perpetuity, the right to record, use, publish, and distribute my image, voice, and likeness (through photography, video, audio, streaming, broadcast, or other media) in connection with USAD-sanctioned Events and activities. Such rights may be used by USAD or its authorized partners for promotional, educational, or commercial purposes without compensation.

**Concussion Awareness.** I acknowledge that I have reviewed concussion awareness resources provided by the CDC (<https://www.cdc.gov/headsup/>) and understand the risks associated with head injuries. I agree to report symptoms promptly and remove myself from play if I suspect a concussion.

**Independent Membership Acknowledgment.** I acknowledge that my participation in USA Dodgeball is based solely on my individual membership and agreements with USAD. No club, league, or organization may bind USAD or act on its behalf unless expressly authorized in writing by USAD. Any third party that reimburses or supports my membership does so independently and without creating an affiliation or agency relationship with USAD.

Electronic submission of this Agreement through an online registration system shall constitute a legally binding signature for all purposes. Members completing registration digitally are deemed to have acknowledged and accepted the terms of this Policy.

**Signature & Certification.**

By submitting the registration form, I certify that I have read and voluntarily agree to this Waiver and Release of Liability Form.

- Participants age 18 or older: No additional signature required unless requested by USAD.
- Participants under 18: A parent/guardian must also sign and return this Form in addition to the registration form.

**Parent/Guardian Consent (Required if under 18)**

I, as parent/guardian with legal responsibility for this participant, consent and agree to the terms of this Waiver on behalf of my minor child. I release and hold harmless the Releasees from any and all liabilities incident to my child's participation, to the fullest extent permitted by law.

Minor Participant Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

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