

Real Time Athletes, Inc Athletic & Skills Testing and Evaluation Events Waiver - Release

To ALL Teams & Individual Players& Spectators participating in any of our related skill evaluation or athletic testing events

Athletic Testing with any of our affiliates or partners (the “Test Partners”) Release and Waiver of claims and liabilities and leaderboard permission. Upon registering to be tested or by participating in this or any other Test Partners event you agree to these terms and conditions. These terms are part of your online registration and acceptance into the event:

BY ACCEPTING TO BE TESTED, I, for myself, my heirs, personal representatives or assigns, hereinafter collectively referred to as (“Guardian”), do hereby release, waive, discharge, and covenant not to sue Test Partners or FastPitch Recruits LLC (FPR), Real Time Athletes Inc. (RTA), RT Event LLC (RTE), Baseball Recruits Network its directors, officers, employees, coaches, sponsors, and agents from liability from any and all claims including the negligence of the **Test Partners**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, competition, practices (formal and informal), observation, and use of facilities, premises, or equipment. I understand and agree that my scores will automatically be added to my FPR or BRN online athletic profile and to the national leaderboard and college scouts are able to search and find my scores for recruiting purposes. RTA owns all rights to all data on our sites.

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The **Test Partners** owns rents and uses facilities and equipment for and provides for activities such as weightlifting, running, aerobic activities, classes, competition, practices and various other sporting activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

Refund Policy for all Athletic Testing and or Skill Evaluation Events: For all AthPro360 testing and or evaluation events, the following Refund Policy will be in effect. Player cancellations made more than 7 days prior to a scheduled event for any reason – including but not limited to personal emergency, college/school verbal commitment, schedule changes, and travel delays – will result in the payment being transferable to another comparable AP360 test or eval event within a 12-month period. For all cancellations made less than 7 days prior to the event, no refunds will be permitted and no monies will be applied to future events.

In the case of inclement weather that makes it impossible for the AP360 staff to complete the testing process and or evaluation process, AP360 will make every attempt to modify the schedule to allow for completion of an adequate evaluation of all attending players. If an event session is completely canceled due to inclement weather, AP360 will make every attempt to reschedule the canceled event within a reasonable time frame. If the event cannot be rescheduled, then 50% of a player’s fee will be applied to a future event provided the future event is within 12 months of the canceled event.

CONSENT TO PUBLISH INFORMATION, HOLD HARMLESS AND INDEMNIFICATION: As used below, “RTA” shall mean Real Time Athletes, Inc. and its sites including but limited to athpro360.com, athpro360camps.com fastpitchrecruits.com and basbeallrecruitnetwork.com, and its officers, directors, employees, agents, successors, licensees and assigns.

I desire to post my personal, academic and athletic history or information including but not limited to team, player, coach, school selection etc. (the “Information”) on the RTA websites (the “Sites”) in order to make the Information available to colleges, coaches, and others with access to the Sites. I understand that RTA is providing a means to publish the Information and will not be my agent in the scholarship process and that RTA makes no warranty or representation as to my success in obtaining a scholarship.

I hereby consent to RTA posting the Information on its website, and I do hereby grant to RTA the right to use, reproduce, and distribute the Information to those with access to the RTA website. I further grant to RTA the right to use my name, athletic history, recruiting results, and photographs or videos containing my likeness in any and all

media without limitation, for advertising, promotion and any other use in connection with RTA's business at its sole discretion.

I expressly acknowledge that I am solely responsible for the Information posted on the Sites and that RTA reserves the right to edit or delete any such information that it, in its sole discretion, deems inappropriate or misleading. I agree that I will not post to the Sites personal, academic and athletic history or information concerning any other individual. I acknowledge that I am responsible for understanding and following all NCAA and NAIA rules pertaining to eligibility. I hereby indemnify and hold RTA harmless from and against any and all claims, liabilities, demands, and actions, causes of action, costs and expenses arising from or in any way related to the Information or my use of the Sites.

I unconditionally release RTA from and against any and all claims, liabilities, demands, and actions, causes of action, costs and expenses arising from RTA's use of the Information in its business.

I understand that I will have access to information compiled by RTA as part of its service, which may include information on coaches, college recruitment programs and the like. I understand that such information is confidential and not for public distribution. I agree that for a period of two years from the date I agree to these terms that I will keep this information confidential and will only share it with my immediate family members and others who are actively assisting me in the recruiting process.

I represent that I am at least eighteen (18) years of age, or if an athlete is under 18 years of age, I represent and warrant that I am the parent or legal guardian of the above-signed minor ("Minor"). I have read the foregoing agreement and I consent to its execution by the Minor. I agree that all of its terms and conditions of the foregoing agreement are incorporated into this Agreement by reference and that I am bound thereto. I agree that neither the Minor nor I will revoke or disaffirm the foregoing agreement or this agreement at any time. I agree to indemnify and hold RTA harmless from and against any and all claims, liabilities, costs or expenses, including reasonable attorney's fees that may arise from the breach or alleged breach by the Minor or by me of the foregoing agreement or of this agreement.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by the Test Partners. I hereby assert that participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the **Test Partners**, FPR, RTA, BRN and RTE HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in any activities related to the **Test Partners** events and to reimburse FPR, BRN and RTA for any such expenses incurred by any claims made by me covered by this agreement.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, I fully understand its terms, and understand that I am giving up substantial rights, including my right to and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. **I accept these terms by accepting to be tested at this or any other Test Partners event.**

Players/Participants Full Name: _____

Parents Full Name/Date: _____

Parent Signature: _____