

Participant/ Minor Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.

Read this document carefully and in entirety. By signing this agreement, you give up your right and/or the named minor's right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of the named participant's/ minor's participation in the Onyx World, A/Open Guards and O Foundation programs, now or any time in the future.

ACKNOWLEDGEMENT OF RISK

I, in my legal capacity as an adult or as the parent/guardian of the minor named below, do hereby acknowledge and agree that participation in Onyx World, A/Open Guards and O Foundation program activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation in recreational activities, including but in no way limited to: (1) slips, trips, and falls, (2) athletic injuries, and (3) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation in recreational activities and that said list in no way limits the operation of this Agreement.

CORONAVIRUS / COVID-19 WARNING & DISCLAIMER

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in the Onyx World, A/Open Guards and O Foundation programs could increase the risk of contracting COVID-19. Onyx World, A/Open Guards and O Foundation in no way warrants that COVID-19 infection will not occur through participation in the Onyx World, A/Open Guards and O Foundation programs.

WAIVER, RELEASE, INDEMNIFICATION & COVENANT NOT TO SUE

In consideration of myself or my minor child's participation in the Onyx World, A/Open Guards and O Foundation programs activities, I, as an adult or as the parent/guardian of the minor named above, agree to release and on behalf of myself and/or the minor named above, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE the Onyx World, A/Open Guards and O Foundation programs, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, and/or the named minor, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against the Onyx World, A/Open Guards and O Foundation programs on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the participation in the Onyx World, A/Open Guards and O Foundation programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of of myself or the named minor's participation in recreational activities, I, the undersigned person or parent/guardian of the named minor, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the named minor's participation in recreational activities.

I hereby certify on behalf of myself and/or the named minor that I have full knowledge of the nature and extent of the risks inherent in participation of recreational activities and that I, on behalf of myself and/or the named minor, am voluntarily assuming said risks. I understand that I and/or the named minor will be solely responsible for any loss or damage, including personal injury, property damage, or death, the named minor sustains while participating in recreational activities and that by signing this agreement I, on behalf of myself and the named minor, HEREBY RELEASE Releasees of all liability for such loss, damage, or death. I further certify that the named minor is in good health and has no conditions or impairments which would preclude his/her safe participation in recreational activities.

Participant Name (Print Clearly)

Date

Participant Signature

Date of Birth (Minor)

Parent/Guardian Signature

Parent/Guardian Name (Print Clearly)