



RCI Sports Waiver

I hereby assume any and all risk associated with my participation in any Rally Cap Investments LLC (hereafter, "RCI") game or related activities including but not limited to kickball, dodgeball, softball, leagues, tournaments, activities and any other outings and events. I have read RCI's league rules and agree to abide by them. I fully release and discharge RCI and its agents from any and all claims for injuries, damages or losses, including negligence, sustained during any and all activities associated with the activities of Rally Cap Investments LLC.

I acknowledge, agree and represent that I understand the nature of kickball, softball, dodgeball and other associated activities, and that I am qualified, in good health and in proper physical condition and do not suffer from any heart, lung or other medical conditions or diseases that might in any way hinder or prevent me from fully participating in kickball, softball, dodgeball or other associated activities, or make me more susceptible to injury or harm while participating. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

I fully understand that kickball, softball, dodgeball and other associated activities involve risk and dangers of serious bodily injury, including permanent disability, paralysis, and death ("Risk"); I fully understand these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of participating in the activity, the action or inactions of others participating in the activity, the condition in which kickball, softball, dodgeball and other associated activities take place, or the negligence of the "Releasees" named below; I fully understand there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in kickball, softball, dodgeball and other associated activities.

I hereby release, discharge and covenant not to sue RCI, their respective administrators, directors, agents, members, owners, officers, volunteers, and employees, other participants, any sponsors, advertisers, and the owner and lessors of the premises on which RCI games and activities take place (each considered as one of the "Releasees" herein) from all liabilities, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise including negligent rescue,

operations and I further agree that if, despite this release and waiver of liability, assumption of risk and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liabilities, damage, or cost which may incur as a result of such claim.

Further and additionally, I hereby release, discharge and hold harmless RCI and the Releasees from any and all liability that may arise directly or indirectly at any time, by reason of any injury, death, damage, loss, or expense incurred in connection with (i) my participation in the sport of kickball, softball, dodgeball or other associated activities themselves, or (ii) my attendance at any social or charitable event or gathering that may be organized, authorized, or paid for by the Releasees, individual kickball, softball or dodgeball players, or any league or division organized under the Releasees or their rules, including but not limited to "happy hours", bar functions, and any pre-game or post-game events or gatherings; and (B) I fully authorize RCI, its subsidiaries and affiliates to use my name, likeness or image for purposes of advertising, marketing, promotion or trade without further compensation, except where prohibited by law; and I further acknowledge and agree that any images or recordings obtained or procured by RCI shall be the sole and exclusive property of RCI and may be published, broadcast or otherwise disseminated at the sole and exclusive discretion of RCI.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights signing it and have signed it freely and without inducement or insurance of any nature and intended to be a complete and unconditional release of all liabilities. By accepting the rules and terms of this waiver, I acknowledge that I have read the entire contents of this waiver, understood it, and agree to be bound by its terms. I further acknowledge that I agree to the terms of this waiver voluntarily and that I am at least twenty-one (18) years of age to play kickball, softball, dodgeball or other associated activities.