

**USA ESPORTS ACADEMY LLC  
PARTICIPATION AGREEMENT INCLUDING  
RELEASE OF LIABILITY, WAIVER OF RIGHTS, & ASSUMPTION OF RISK**

*This document affects your legal rights: Read carefully before signing.*

I, [FULLNAME] (the “Participant”), hereby acknowledge that I have voluntarily elected to participate in the following activity (the “Activity”) conducted by USA ESPORTS ACADEMY LLC (“USA ESPORTS ACADEMY”):

- Participation in esports education, learning, coaching, and competitions (the “Activity”).

In consideration for being permitted to participate in the Activity, I hereby acknowledge and agree to the following:

1. **PAYMENT.** I agree to pay the amount set, on the schedule required by, USA ESPORTS ACADEMY. A copy of that schedule is attached hereto as Exhibit A. I understand that a failure to pay by me, whether in amount or on time, permits USA Esports Academy to terminate this agreement and my access to programs conducted by USA ESPORTS ACADEMY.

2. **ELECTIVE PARTICIPATION:** I acknowledge that my participation is elective and that the Activity may at times be unsupervised. I acknowledge that some games played in the Activity may be rated 18+ by \_\_\_\_\_ and I accept and consent to playing such games. I agree to comply with all federal, state, and local laws during my participation. I understand that all forms of misconduct in interactions with others and in connection with the Activity are strictly prohibited, including but not limited to assault, battery, threats of harm, bullying, emotional and physical misconduct, harassment, hazing, stalking, and sexual abuse.

3. **AGREEMENT TO FOLLOW RULES/DIRECTIONS:** I agree to follow the rules for the Activity provided, and to follow directions given, to me by USA ESPORTS ACADEMY, including, but not limited to its owners, directors, officers, employees or agents, or the leaders of the Activity. I grant USA ESPORTS ACADEMY, including, but not limited to its owners, directors, officers, employees or agents, the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of other participants or violates any rule or direction of USA ESPORTS ACADEMY or of any event or of the Activity.

4. **TERMS AND CONDITIONS:** I further acknowledge that I have familiarized myself with the USA ESPORTS ACADEMY league rules and terms and conditions and any specific event regulations for events in which I participate and I consent to participating in the event and in attending all official and non-official tournament activities.

5. **INDEPENDENT CONTRACTORS:** I acknowledge that the USA ESPORTS ACADEMY has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.

6. **INFORMED CONSENT:** I have been informed of and I understand the various aspects of the Activity. I understand that as a Participant in the Activity I could sustain serious property and/or personal damage, injuries, trauma, unwanted contact, harassment, illness, loss, disability or even death as a consequence of not only the actions of USA ESPORTS ACADEMY but also the actions, inactions or negligence, but also the actions, inactions or negligence of others, conditions of facilities and/or equipment used, and that there may be other risks known or not known to me or not reasonably foreseeable at this time. I further understand and agree that any property and/or personal damage, injury, trauma, unwanted contact, harassment, illness, loss, disability or death that I may sustain by any means is my sole responsibility, and USA ESPORTS ACADEMY, and its agents, employees, shareholders, officers, directors, and management bear no responsibility therefore.

7. **RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND**



**COVENANT NOT TO SUE** the USA ESPORTS ACADEMY, including its owners, directors, officers, trustees, elected officials, shareholders, employees, instructors, agents, independent contractors, representatives and volunteers (the “Released Parties”) for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from, or in connection with, any damage, injury, trauma, unwanted contact, harassment, illness, loss, disability or death that occur to me, to any other person, or to any property during the Activity or in any way related to the Activity, including during transit or transportation to or from the Activity, **REGARDLESS OF WHETHER THE DAMAGE, INJURY, TRAUMA, UNWANTED CONTACT, HARASSMENT, ILLNESS, LOSS, DISABILITY OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.** This RELEASE AND WAIVER includes claims for strict liability for abnormally dangerous activities. By giving this release I expressly waive any rights I may have under California Civil Code Section 1542, which provides that:

*“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”*

This RELEASE AND WAIVER does not operate to release the gross negligence of the Released Parties.

8. **ASSUMPTION OF RISK:** I understand that there are potential dangers incidental to my participation in the Activity, some of which may be **DANGEROUS OR HAZARDOUS TO ME AND MY PERSONAL PROPERTY**, and which may expose me to the risk of property and/or personal damage, injuries, trauma, unwanted contact, harassment, illness, loss, disability, paralysis, dismemberment or even death. I understand that these potential risks include, but are not limited to: participation or engagement in a physical activity or sport; attendance of a sporting or other event; equipment failures; lack of fitness or conditioning; hypothermia; heat stroke; drowning; death; travel; lodging; consumption of liquids or food; weather conditions; sexual harassment; bullying; unpredictable currents; hostile or aggressive wildlife; criminal activities; negligent, reckless, or willful acts of others; negligent first aid operations or procedures of Released Parties; and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES,** and assume full responsibility for my participation in the Activity.

9. **INDEMNIFICATION HOLD HARMLESS AND DEFEND:** I, on behalf of myself, my estate, personal representatives, heirs, executors, administrators, successors, beneficiaries, agents and assignees, agree to indemnify, hold harmless, and defend the Released Parties from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorney’s fees), arising from, or in connection with, any property and/or personal damage, injury, trauma, illness, loss, unwanted contact, harassment, disability, paralysis, dismemberment or death that I may suffer as a result of my participation in the Activity or in any way related to the Activity, **REGARDLESS OF WHETHER THE DAMAGE, INJURY, TRAUMA, ILLNESS, LOSS, UNWANTED CONDUCT, HARASSMENT, DISABILITY, PARALYSIS, DISMEMBERMENT OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.**

10. **PROPERTY DAMAGE:** I understand that if I lose, have stolen, or have damaged while participating in the Activity any of my personal property, such responsibility is mine alone and not that of USA ESPORTS ACADEMY.

11. **CONSENT TO USE OF IMAGE/LIKENESS:** I understand that during the Activity I may be photographed or videotaped while in public areas or otherwise and I grant to USA ESPORTS ACADEMY and its assignees permission to copyright, use and publish (including by electronic means) such likeness of me, provided that such use does not feature my likeness over use of other participants and that such use may be made by USA ESPORTS ACADEMY for promotion of itself or for purposes of promotion or publicity relating to the Activity.

12. **CHOICE OF LAW/SEVERABILITY:** I hereby agree that this Agreement shall be construed in accordance with the law of the State of California exclusive of its choice of law rules and that this Agreement is intended to



be as broad and inclusive as permitted by such law. I further agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

13. **DISPUTE RESOLUTION:** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Diego, California before a sole arbitrator. The arbitration shall be administered by JAMS pursuant to the Expedited Procedures in its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

14. **ACKNOWLEDGEMENT:** I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASED PARTIES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS AGREEMENT HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT.

**If participant is a minor, signature of parent or responsible adult is required below:**

In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties from all liabilities and claims that arise in any way from any damage, injury, trauma, illness, loss, unwanted contact, harassment, disability or death that occurs to the minor child** during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for any liability that California law does not permit to be excluded by agreement.

