

Agon Rec: Pickup Sports Liability Waiver and Release

By registering for and/or participating in any recreational, sporting or gaming event ("Event") listed on or facilitated through the Agon Rec: Pickup Sports mobile application provided by Agon Inc. ("Agon" or the "App"), you understand and agree to the following:

Age Eligibility

You must be at least **18 years of age** to register for or participate in any Event.

Individuals aged **15 to 17 years old** may participate **only with the express written consent of a parent or legal guardian** through Agon's official **Minor Waiver and Parental Consent Form**, available at <https://esignatures.com/signl/fb2029e9-a661-412b-8a73-d1aea03db826>.

By granting consent, the parent or legal guardian:

- Confirms that they have read and agree to all terms of this Liability Waiver and Release and the Agon Terms of Service;
- Accepts full responsibility for the minor's participation in any Event; and
- Agrees to release, defend, and indemnify Agon Inc., its employees, officers, affiliates, and agents from any and all claims, damages, or losses arising from or related to the minor's use of the App or participation in any Event, whether caused by negligence or otherwise.

If you are under **15 years of age**, you may not, under any circumstances, access, register for, or participate in any Event or use the App.

Agon and its Recreational Partners reserve the right, in their sole discretion, to deny participation to any user under 18 years of age, or to any user whose eligibility cannot be verified.

Events. Participation in Events involves inherent risks, including but not limited to, personal injury, bodily injury, illness, injuries caused by others, permanent disability, damages to or loss of personal property. Such risks may rise out of your participation or the participation of others, our Recreational Partners, and/or conditions of the Event venue.

Venue. You understand and agree that Agon is platform providing services on the App. Agon does not operate, own, supervise, or control Event venues. Furthermore, Agon is not responsible for the condition of any Event venue, equipment, or conduct of other participants at the Event or Event venue.

Assumption of Risk. You assume full responsibility for all risks in connection with your participation in an Event accessed through the App, and participation in any Event is solely

at your own risk. You certify that you are physically fit and skilled to engage in the Event. Additionally, you certify that you have no health-related conditions, to your knowledge, that would prohibit participation in the Event.

Liability and Release. To the fullest extent permitted by law, you hereby release, waive, discharge, and hold harmless Agon, its employees, officers, affiliates, and agents from any and all liability, claims, demands, or actions ("Claims") arising out of or related to my participation in any Event. Claims include but are not limited to, personal injury, bodily injury, illness, death, damage or loss of personal property, damages to the Event venue and/or equipment provided for the Event, any injury or damage you cause to third parties.

Indemnification. You agree to indemnify, defend and hold harmless Agon its its employees, officers, affiliates, and agents from any and all claims, damages, losses, liabilities, costs, or expenses (including reasonable attorney's fees) arising out of your use of the App and/or participation in an Event, and any claims brought by other participants, our Recreational Partners, Event participants, or third parties.

Medical Treatment. You acknowledge and agree that you are responsible for any medical attention or services (and associated costs) needed during the Event or resulting from your participation in an Event. No medical services or personnel will be provided by Agon. You waive, release, and discharge Agon from any and all liability arising from the negligence or fault of any medical professional who may treat you in connection with any injury resulting from your participation in the Event.

Additional Terms. In addition to this Liability Waiver and Release, you agree to abide to all Agon's of the terms & conditions set forth in Agon's mobile application located here: <https://www.agonrec.com/terms-of-service>.

Governing Law. This Liability Waiver and Release shall be governed by the laws of the State of Texas.

Disputes. Any dispute concerning, relating, arising out of or referring this Liability Waiver and Release shall be resolved exclusively by binding arbitration in the State of Texas, Tarrant County. Agon shall have the right to collect its reasonable costs and attorneys' fees incurred in any action relating to a breach of this Liability Waiver and Release.

By clicking "Accept" or otherwise indicating consent within the App, you agree that you have ready, understand, and voluntarily agree to the terms set forth in this Liability Waiver and Release.