

AGREEMENT OF RELEASE AND WAIVER OF LIABILITY

PARTIES: This Agreement, entered into between THUNDERBIRD PERFORMANCE LLC, (the "HOST"), and [REDACTED] (*PLEASE PRINT YOUR NAME IN THE LINE*; hereinafter referred to as "Athlete"), covers all aspects of Athlete's participation in the 2021 TEU "uniTE" Academy (the "Event") held over June 23-25, 2021, including but not limited to training, weight lifting and field work (collectively "Activities"), at and on property and facilities owned and operated by Lipscomb Academy/University, located at 1027 Caldwell Lane, Nashville, TN 37204, including but not limited to their indoor facility, football fields, meeting rooms, and weight room, (collectively "The Facilities").

PREAMBLE – CORE VALUES: It is with the following purposes, understandings, and intentions the parties enter into this Agreement:

1. The purpose of the TEU "unite" Academy is to gather together as NFL tight ends in order to share knowledge, train together, build relationships and deepen connections, improve as athletes and as men, and help support various charities.
2. It is expected that ALL Athletes attending and participating in these Activities will be in alignment with these purposes (i.e., to excel and perform at the highest level in their craft/sport and in life), and that they will adhere to and honor the policies, values, and guidelines set forth by Host for these purposes and the Activities.
3. This event and these Activities have been designed with intention and with the following core values in mind: (a) Mindful Awareness, (b) Hard Work – "*you cannot cheat the grind*", (c) Respect - for all people and all things, (d) Honesty, (e) Loyalty, and (f) Trust.
4. "*Small consistent steps, all taken in the same direction, lead to amazing results*" – Host believes that success is not created overnight but through focused and mindful hard work, repeated over and over. This is the "Grind" and it is through the Grind, and in honoring the game, that we improve and become the highest version of ourselves.
5. "*Trust and confidence are built and earned through consistent, deliberate, and intentional thought and action repeated over time*" – Host believes in the concepts of mindful awareness and intentionality. That is, being aware of your thoughts, emotions, and actions, and *choosing* how we show up each day and in each moment. It is with deliberate intention that the TEU "unite" Academy is gathering, and all athletes participating are encouraged to be mindful and intentional in all that they do.

RELEASE & WAIVER: I [REDACTED] (*PRINT NAME*) having read and understood the above, agree and stipulate to the following:

1. **I WILL NOT BE A DUMB ASS!** Having fun but always being safe and respectful.
2. I have voluntarily chosen to participate in the Event and its Activities and acknowledge that my participation in all such Activities is voluntarily. I acknowledge that some Activities may be difficult, strenuous, and may require significant physical exertion, and as a result, physical injury is always a possibility.

I acknowledge that I am free to step out of any Activity at any time and that I am in control of what I participate in, for how long, and my level of effort.

3. I am aware of the risks involved in such Activities and understand it is my responsibility to consult a physician prior to my participation in The Event. I represent and warrant that I am physically fit and have no medical conditions that would prevent my full participation in any Activity I voluntarily chose to participate in. I acknowledge that if at any time I feel an Activity is too difficult or if I do not feel well it is my sole responsibility to stop, rest, and seek medical attention. I authorize Host to administer First Aid as needed or deemed appropriate.
4. In further consideration of the opportunity to participate in Activities at The Event I, together with my heirs, successors and assigns, KNOWINGLY, VOLUNTARILY, AND EXPRESSLY RELEASE AND WAIVE ANY CLAIM I MAY NOW OR EVER HAVE against Host, *The Facilities*, and all of their respective family members, officers, directors, employees, agents, affiliates, stockholders, trustees, partners, physicians, contractors, subsidiaries, insurers, parent entities, affiliates, and consultants (collectively, the "Released Parties"), from any liability whatsoever for any claims or causes of action I may now or in the future have for damages for property, personal, or bodily injury, including suffering and/or death, and/or loss or damage to property belonging to me or others, arising out of or in any way connected with my entry upon the *Facilities*, and my participation in any Activities I engage in and/or observe at *The Event* (collectively, "Damages").
5. In consideration of permission to participate in the Event, I VOLUNTARILY ASSUME FULL RESPONSIBILITY for all risks, injuries or damages, known or unknown, which I might incur as a result of participating in any Activities. I AGREE (INCLUDING MY HEIRS AND ESTATE) NOT TO SUE ANY OF THE RELEASED PARTIES FOR ANY DAMAGES THAT I HAVE WAIVED, RELEASED AND DISCHARGED HEREIN.
6. I, and my heirs and legal representatives, forever release, waive, and discharge any claims, law suites, or other efforts to recover damages from Released Parties. This Release and Waiver shall include, but not limited to, liability caused by negligence, recklessness, willful acts and/or omissions of any Released Parties.
7. VIDEO AND IMAGE/LIKENESS RELEASE: I hereby grant to Host, in perpetuity, the rights to use my name, likeness, photograph, statements, endorsement, caricature, biographical information, nickname, and the like, which relate to my participation in any Activities connected to the 2021 TEU "unite" Academy, in any manner whatsoever. I agree that I shall have no approval rights whatsoever in connection with such use by the Released Parties.
8. COVID-19: I am aware of the highly contagious nature of bacterial and viral diseases, including, without limitation, the 2019 novel coronavirus disease commonly referred to as "COVID-19, (all such diseases collectively referred to herein as "Disease") and the risk that I may be exposed to and contract Disease by participating in the Event and being at *The Facilities* and in engaging in Activities where I may come in close proximity with others. I further acknowledge and agree that due to the nature of the Activities that are part of the Event, which may involve others around me exhaling deeply while exercising and use of shared equipment, social distancing of 6 feet per person will not always be possible.

I understand and acknowledge that exposure to Disease and any resulting infection may result in serious illness, personal injury, permanent disability, death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence (active or passive) of others, including Host, other athletes, employees, contractors and/or suppliers. I understand that no matter what reasonable precautions are taken by Host, Host cannot guarantee that I will not be exposed to or become infected with Disease while at or around *The Facilities* or participating in Activities and that my engaging in Activities may increase my risk of contracting Disease. In addition, I understand and agree Host is not required to provide insurance to cover me, testing or medical aid in the event I suffer from or contract Disease while at or around *The Facilities* or participating in Activities connected to the Event.

NOTWITHSTANDING THE RISKS ASSOCIATED WITH DISEASE, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING AND USING *THE FACILITIES* AND PARTICIPATING IN THE EVENT ACTIVITIES WITH FULL KNOWLEDGE OF THE INHERENT DANGER INVOLVED IN ENGAGING IN ACTIVITIES WITH OTHERS, SOMETIMES IN CLOSED AREAS. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO DISEASE, ARISING FROM MY BEING AT OR AROUND *THE FACILITIES* OR PARTICIPATING IN EVENT ACTIVITIES, WHETHER CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF HOST OR OTHERWISE.

9. THIS RELEASE AND WAIVER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS IN THE STATE OF TENNESSEE, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS RELEASE AND WAIVER, THE SUBJECT MATTER HEREOF, OR ANY BREACH HEREOF, SHALL BE BROUGHT IN A COURT OF LAW (WHETHER STATE AND/OR FEDERAL) LOCATED IN THE STATE OF TENNESSEE, CHEATHAM COUNTY. BY EXECUTION OF THIS RELEASE AND WAIVER, I HEREBY (a) IRREVOCABLY ACCEPT THE JURISDICTION OF, AND WAIVE ANY OBJECTION I MAY HAVE TO VENUE IN, THE AFORESAID COURTS; AND (b) KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE AND RIGHT I MAY HAVE TO A TRIAL BY JURY.

10. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS AND DEFEND AT MY SOLE COST AND EXPENSE THE RELEASED PARTIES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE OR COST ANY OR ALL OF THEM THAT MAY INCUR ARISING OUT OF OR RELATED TO MY CONDUCT AND/OR PRESENCE AT THE EVENT, AND/OR MY PARTICIPATION IN ACTIVITIES AT *THE FACILITIES*.

SIGNED: I AM OVER 18 YEARS OF AGE, HAVE READ THIS RELEASE AND WAIVER AND BY SIGNING IT AGREE TO ITS TERMS. IT IS MY INTENTION TO WAIVE AND RELEASE THE RELEASED PARTIES FROM THE CLAIMS HEREIN RELEASED. I ACKNOWLEDGE THAT THIS RELEASE EXTENDS TO PERSONAL INJURY, PROPERTY DAMAGE, ILLNESS, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

ATHLETE SIGNATURE _____ DATE _____

Emergency Contact: Name _____

Phone: _____ Email: _____