

Release of Liability
Read Carefully - This Affects Your Legal Rights

In exchange for participation in the various sporting activities (included by not limited to pickle ball, basketball, and soccer) organized and held by Ladybird Montessori LLC, of 2050 Cole Springs Rd, Buda, Texas, 78610 and/or use of the property, facilities, and services of Ladybird Montessori LLC, I agree for myself and (if applicable) for the members of my family, to the following:

1. Agreement To Follow Guidelines & Directions. I agree to follow all policies, procedures, and requirements set by Ladybird Montessori LLC and comply with all relevant federal, state, and local regulations, including those related to COVID-19 or other emergencies.

I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Ladybird Montessori LLC, or the employees, representatives, or agents of Ladybird Montessori LLC. By participating in sports at Ladybird Montessori premises, I agree to respect the facility and everyone within it. This means refraining from using offensive language or playing music with inappropriate content. I will handle all equipment responsibly and will not engage in any behavior that could damage the property or harm others. I commit to following all posted rules and any instructions given by the Ladybird Montessori LLC staff. My use of the facility, including any courts, fields, and/or private events, will be confined to the hours, grounds, and facilities specified in my agreement. Additionally, I will comply with the following policies:

- Any outside alcohol is strictly prohibited.
- No food, external chairs, unattended children, non-pickleball sports equipment, or items that could damage the court surface are allowed inside unless otherwise specified.
- Ladybird Montessori is not liable for any lost or stolen items.

2. Assumption of the Risks and Release. I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Ladybird Montessori LLC for injury, loss, or damage arising out of my or my family's use of or presence upon the sports courts and facilities of Ladybird Montessori LLC, whether caused by the fault of myself, my family, Ladybird Montessori LLC or other third parties. I acknowledge that participating in sports such as pickleball, basketball, and soccer involves inherent risks, and I voluntarily assume all risks related to personal injury. I understand that I am responsible for the care and supervision of my children at all times while at or using Ladybird Montessori premises. I HEREBY RELEASE AND HOLD HARMLESS LADYBIRD MONTESSORI LLC, including its owners, directors, officers, volunteers, employees, sponsors, and if applicable, lessors of the premises ("RELEASEES"), FROM ANY AND ALL LIABILITY FOR INJURY, DISABILITY, DEATH, or loss or damage to personal property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

3. Indemnification. I agree to indemnify and defend Ladybird Montessori LLC against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Ladybird Montessori LLC.

4. Fees. I agree to pay for all damages to the facilities of Ladybird Montessori LLC caused by any negligent, reckless, or willful actions by me or my family.

5. Applicable Law. Any legal or equitable claim that may arise from participation in the above shall be resolved under Texas law.

6. No Duress. I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that Ladybird Montessori LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.

7. Arm's Length Agreement. This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this agreement or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. Enforceability. The invalidity or unenforceability of any provision of this agreement, whether standing

YOUR FULL NAME*

YOUR ADDRESS*

PHONE NUMBER*

EMAIL*

EMERGENCY CONTACT*

SIGNATURE*

DATE*

BY SIGNING I AGREE TO THE TERMS OF THIS DOCUMENT