



Midwest Prospect, LLC is determined to give every young athlete the opportunity to showcase their talent in a variety of ways. We are dedicated to helping our members attain their goals and reach their highest potential. To help further expose these athletes, we are live streaming a selected number of games to reach out to as many patrons as possible. In order to ensure that this can be made possible, we ask that a parent or guardian of the athlete signs the waiver and agrees to the following -

- By signing this document, we acknowledge, recognize, and grant consent for Midwest Prospect, LLC to live stream the games in which the athletes listed below participate in.
- I understand the behavior of spread and the possible risk of contracting COVID-19 and will not hold Midwest Prospect, LLC liable if the participant, or anyone who attends the event on the athlete's behalf, would test positive for COVID-19.
- In addition, we also give permission for Midwest Prospect, LLC to use any footage gathered from the live streamed events for marketing and promotional purposes, as well as granting Midwest Prospect, LLC consent to make any content available to others.
- We do not hold Midwest Prospect, LLC liable for any misinformation, altercation, or error that may occur during the broadcast or recorded video.
- We understand that there is no guaranteed viewership or school contact from colleges or universities based on the broadcasted events.
- We understand that Midwest Prospect, LLC reserves the right to remove or refuse any content at all times.
- Athletes will receive no royalties from the live streamed event.
- Participants assume the risk of a possible injury during the event, and Midwest Prospect, LLC will not be held liable for any injuries that may occur during the course of the showcase.
- Force Majeure. The failure or inability of any party to comply with the terms and conditions hereof because of any Act of God, disaster, strike, war or acts of war, fire, riot, earthquake, hurricane, act of terrorists or other public enemies, or for any similar reason not reasonably within the control of such party (collectively "Force Majeure"), will not be deemed a breach of this Agreement.
- ARBITRATION Any disagreement which may arise out of this Agreement shall be submitted to arbitration and shall be enforceable under the Uniform Arbitration Act, as Amended by South Dakota Law. Judgment on the award shall be entered into by any Court of competent jurisdiction, and the decision of the arbitrator shall be a condition precedent to legal rights. The losing party shall pay both parties' attorneys' fees, the Arbitration Fees and expenses, as well as Expert Witness fees and expenses, and costs, provided the parties mutually agree on an arbitrator. If parties cannot agree, an arbitrator shall be appointed by the Judge having jurisdiction.

Thank you for your cooperation,

And we look forward to your participation!

Your Opportunity Awaits!



Team: _____

<u>Player's Name</u>	<u>Parent/Guardian Name (Printed)</u>	<u>Parent/Guardian Signature</u>	<u>Date</u>

MWP Signature

Brandon Ryud – Co-Owner/CEO

MWP Name - Printed/Position

Coach's/Representative Signature

Coach's/Representative Name/Position – Printed