

EXHIBIT D
PARTICIPANT RELEASE AND INDEMNIFICATION WAIVER

Name _____ (the "Participant") Birth Date _____ Team _____

Prestonwood Baptist Church, Inc. and Prestonwood Sports Foundation, Inc. d/b/a Prestonwood Sports Organization shall be hereinafter referred to as "Prestonwood." Prestonwood property is hereinafter referred to as the "Facilities." Prestonwood activities, including use of sports and fitness equipment, use of the Facilities, and/or travel to and from such activities is hereinafter referred to as the "Activities". "Guardian" refers to the legal guardian of the Participant in the case of a minor.

By signing below, Participant/Guardian hereby knowingly and voluntarily agrees to the following:

1. Participant/Guardian accepts full responsibility and assumes all of the risks and hazards associated with participation in the Activities.
2. Participant agrees that if he/she is under the age of eighteen, Guardian of Participant will sign this form where indicated.
3. IN CONSIDERATION FOR PRESTONWOOD'S PERMISSION TO ENTER UPON THE FACILITIES AND PARTICIPATE IN THE ACTIVITIES, PARTICIPANT OR THE PARTICIPANT'S GUARDIAN, IN THE CASE OF A MINOR, DOES HEREBY ASSUME ALL RISK TO THE HEALTH OF THE PARTICIPANT, INCLUDING DAMAGES, INJURY, ILLNESS, INFECTION, OR DEATH THAT MAY RESULT FROM SUCH PARTICIPATION, AND FURTHER DOES HEREBY INDEMNIFY, RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND AGREES TO HOLD HARMLESS TO THE FULLEST EXTERNT PERMITTED BY LAW FOR ANY AND ALL PURPOSES PRESTONWOOD BAPTIST CHURCH, INC., PRESTONWOOD SPORTS FOUNDATION, INC. D/B/A, PRESTONWOOD SPORTS ORGANIZATION, AND ALL OTHER RELATED ENTITIES, THEIR OFFICERS, EMPLOYEES, AGENTS, MEMBERS, CONTRACTORS, AND ASSIGNS (COLLECTIVELY, THE "PRESTONWOOD PARTIES") FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, LAWSUITS, DEMANDS, INJURIES, DAMAGES, PENALTIES, FINES, LOSSES, COSTS, AND/OR LEGAL EXPENSES, OF WHATSOEVER KIND AND NATURE, WHETHER KNOWN OR UNKNOWN, IMPOSED UPON, INCURRED BY, OR ASSERTED AGAINST THE PRESTONWOOD PARTIES RELATED TO OR ARISING FROM PARTICIPANT'S PRESENCE ON THE FACILITIES, PARTICIPATION IN ACTIVITIES, OR EXPOSURE TO ANY CONTAGIOUS DISEASES, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO COVID-19, WHEREVER OR HOWEVER SUCH LIABILITIES, CLAIMS, DEMANDS, INJURIES, OR DAMAGES OCCUR, INCLUDING, BUT NOT LIMITED TO, INJURIES, ILLNESS, INFECTION, DEATH, OR PROPERTY DAMAGE SUSTAINED AS A RESULT OF ANY NEGLIGENCE ACT OR OMISSION BY ANY OF THE RELEASED PRESTONWOOD PARTIES.
4. Participant/Guardian acknowledges responsibility for any and all medical expenses incurred as result of participation in the Activities. In the event that rendering aid and/or medical treatment to Participant requires Prestonwood to incur any expense, Participant/Guardian agrees to reimburse Prestonwood for all such costs and expenses.
5. By entering into any shared use facility, specifically including the Facilities, Participant/Guardian knowingly and voluntarily subjects himself or herself to an increased potential for exposure of contagious diseases, including the COVID-19 virus, and the consequences thereof, including personal injury, illness, infection, permanent disability, and DEATH. While Prestonwood has established preventative measures to reduce the spread of COVID-19, Prestonwood cannot and does not guarantee that individuals entering its Facilities will not contract any contagious diseases.
6. Participant/Guardian affirms that he or she shall only enter the Facilities if he or she (i) does not have a cough, fever, shortness of breath, or other symptoms of contagious diseases, including COVID-19, and (ii) has not been sick in the past two weeks or exposed to someone who has been sick in the past two weeks.
7. Participant/Guardian acknowledges that Prestonwood shall not be liable for any lost, stolen, or damaged personal items belonging to Participant or individuals affiliated with Participant.
8. Any and all damage occurring to the Facilities as a result of Participant's participation in the Activities, or use or presence on the Facilities shall be repaired and/or replaced by Participant at a cost determined by Prestonwood.
9. Participant/Guardian acknowledges responsibility for any and all medical expenses incurred as result of participation in the Activities. In the event that rendering aid and/or medical treatment to Participant requires Prestonwood to incur any expense, Participant/Guardian agrees to reimburse Prestonwood for all such costs and expenses.
10. Use of any controlled substances, including alcohol, tobacco, and vaping products, is strictly prohibited on the Facilities.
11. Participant/Guardian understands and will allow photos and/or videos of said Participant and/or Guardian to be taken while at any of the Activities to be used in any Prestonwood publications. Participant/Guardian also understands that publication of these photographs and video may be accomplished electronically via the Internet/World Wide Web and that after publication, Prestonwood will be unable to prevent persons from gaining access to the Internet/World Wide Web, copying such photographs and video therefrom, and subsequently using, altering, or republishing those photographs and/or video without Participant/Guardian's consent. Participant/Guardian waives any claim for damages against Prestonwood from unconsented use, alteration, or republication of these photographs and video by third parties accessing the Internet/World Wide Web.
12. The Parties hereto agree that in the event of any dispute or disagreement between them relating to this Agreement which cannot be worked out through Christian mediation, the laws of the State of Texas shall control with jurisdiction in Collin County.
13. The provisions of this Agreement shall be severable. The invalidity, unenforceability, or waiver of any of the provisions of this Agreement shall not affect the remaining provisions of the Agreement.
14. **PARTICIPANT/GUARDIAN HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND INDEMNIFICATION WAIVER, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. PARTICIPANT/GUARDIAN UNDERSTANDS THAT THIS IS A RELEASE OF ANY CLAIMS BY PARTICIPANT/GUARDIAN OR OTHERS THAT MAY BE RAISED BY, THROUGH, OR UNDER PARTICIPANT.**

Signature: _____ Date: _____

Printed Name: _____ Driver's License #: _____ State: _____