



Hold Harmless Agreement

Name: Kempke, Travis

Hold Harmless Agreement

This Agreement is effective for participation occurring between January 1, 2026 and December 31, 2026.

This Hold Harmless, Assumption of Risk, Release of Liability, and Covenant Not to Sue ("Agreement") is entered into by and between the undersigned participant and/or the parent or legal guardian of the participant (collectively, "Participant/Parent") and Devil Pups Youth Program for America, also known as Devil Pups, Inc. ("Devil Pups").

I hereby authorize my minor child to participate in any and all activities, events, and programs conducted by or associated with Devil Pups, including, but not limited to: transportation; physical training and exercise; leadership and team-building activities; community service; classroom instruction; dining; housing and living accommodations; and any other related or ancillary activities (collectively, the "Activities"). Activities may occur at Marine Corps Base Camp Pendleton, in my local area with a designated Devil Pups Liaison Representative, or at any other location associated with or connected to Devil Pups.

I understand and acknowledge that participation in the Activities involves inherent and other risks, including but not limited to risks of personal injury, illness, permanent disability, death, property damage, and economic loss. These risks may arise from, among other things, physical exertion, transportation, environmental conditions, close contact with others, equipment use, and the actions or omissions of participants, volunteers, staff, or third parties. I knowingly, voluntarily, and expressly assume all such risks, both known and unknown, foreseeable and unforeseeable, on behalf of myself and my child.

On behalf of myself, my child, and our respective heirs, successors, assigns, and any other persons or entities claiming by or through us, I hereby fully and forever release, waive, discharge, and relinquish any and all claims, demands, actions, causes of action, liabilities, damages, losses, costs, or expenses of any kind (collectively, "Claims") against Devil Pups and its officers, directors, trustees, employees, volunteers, agents, representatives, successors, assigns, and affiliated entities (collectively, the "Released Parties"), arising out of or related in any way to participation in the Activities.

This release includes, without limitation, Claims arising from the negligence (whether active or passive), acts, or omissions of any of the Released Parties, to the fullest extent permitted by law. I agree that I will not institute any lawsuit or other legal proceeding against any of the Released Parties based upon any Claim released by this Agreement. I further agree to indemnify, defend, and hold harmless the Released Parties from and against any and all Claims, liabilities, damages, judgments, costs, or expenses (including reasonable attorneys' fees) arising out of or related to my child's or my own participation in the Activities, or any breach of this Agreement.

I understand that participation in group activities may increase the risk of exposure to communicable diseases, including but not limited to COVID-19 or other viral or bacterial infections. I acknowledge that Devil Pups follows applicable federal, state, and local health guidelines but cannot eliminate all risk of exposure. I voluntarily assume all risks related to exposure to communicable diseases for myself and my child and release the Released Parties from any Claims arising from such exposure, illness, or related consequences, whether occurring before, during, or after participation in the Activities. I represent that, to the best of my knowledge at the time of signing, my child is not experiencing symptoms of a communicable disease that would preclude safe participation and that we agree to comply with all health and safety protocols established by Devil Pups or applicable authorities.

In the event of illness or injury, I authorize Devil Pups and its representatives to obtain emergency medical treatment for my child when deemed reasonably necessary, and I agree to be solely responsible for all costs associated with such treatment. I understand and acknowledge that Devil Pups does not provide medical, health, disability, or accident insurance coverage for participants. I am solely responsible for maintaining any desired insurance coverage for myself and my child.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict-of-law principles. Any legal action arising out of this Agreement shall be brought exclusively in a court of competent jurisdiction located in California. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements or understandings, whether written or oral.

I acknowledge that I have carefully read this Agreement, fully understand its terms, understand that I am giving up substantial rights (including the right to sue), and sign it freely and voluntarily on behalf of myself and my child.

Candidate Name: Kempke, Travis

Candidate Signature:

A handwritten signature in black ink, appearing to read 'Travis Kempke', with a stylized, cursive script.

Parent Signature:

A handwritten signature in black ink, appearing to read 'P. Kempke', with a stylized, cursive script.