

## **INDIVIDUAL WAIVER, RELEASE AND INDEMNIFICATION OF LIABILITY**

I, the undersigned, in consideration of being allowed to participate in an event or program sponsored by 88THIRTY LLC, or its related companies, consultants, or partners (and all of which are working with "88THIRTY LLC"), acknowledge and fully understand that I (or my child/children, as applicable) will be engaging in activities that involve risk of serious injury, including permanent disability and possibly death, and severe social and economic loss, which may result from my own action, inaction or negligence as well as the actions, inactions and negligence of others. I acknowledge that I have been advised to consult with a physician before participating (or allowing my child/children to participate, as applicable) in the event or program. I voluntarily assume all risk in connection with my (or my child's/children's) participation and/or engagement in such events or programs. I hereby authorize the agents and/or employees of 88THIRTY LLC to administer emergency treatment to me (or to my child/children, as applicable) and to otherwise act for me according to their best judgment in any emergency requiring medical attention. Such authorization shall include the right to approve necessary medical care in an emergency situation that requires medical attention.

I agree to inspect the premises and equipment before playing (or permitting my child/children to play) each game, and if I deem any conditions to be unsafe, I will advise the appropriate persons and will refuse to play (or to allow my child/children to play, as applicable). I assume all of the foregoing risks and accept personal responsibility for any injury, illness, disability or death and any damages, whether social or economic, resulting from my (or my child's/children's) participation and/or engagement in any event or program sponsored or directed by 88THIRTY LLC. In consideration for the right to participate in any such event or program, I unconditionally release, waive, discharge, indemnify and hold harmless 88THIRTY LLC, its parent, subsidiaries and affiliated companies, and each of their respective owners, officers, partners, directors, members, managers, employees, agents, representatives, assigns and successors (collectively, the "Releasees") from and against any and all manner of actions, claims, causes of action, suits, debts, liabilities, dues, controversies, trespasses, damages (including reasonable attorney fees and related costs incurred), judgments, executions and demands whatsoever arising from any 88THIRTY LLC program, training, practice league, tournament, event or activity, or from my (or my child's/children's) participation or engagement in any such event.

I understand and expressly agree that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, and I waive all rights under California Civil Code Section 1542, which states as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

I further agree that 88THIRTY LLC has my permission to use my child's photograph or video publicly to promote 88THIRTY LLC. I understand that the images or videos may be used in print publications, online publications, presentations, websites, and social media. I also understand and agree that no royalty, fee, or other compensation whatsoever shall become due or payable to me or my child/children by reason of such use.

To better analyze performance and to effectively promote players and participants, 88THIRTY LLC may collect data and information relating to my (or my child's) physical characteristics, testing results and performance at events and programs sponsored or directed by 88THIRTY LLC. To collect such data, 88THIRTY LLC may incorporate the use of wearable technology, including but not limited to GPS-based performance monitoring devices. Information collected will include, but will not be limited to, my (or my child's): (i) personal identity (name, date of birth, biographical information, position, jersey number, player ID); (ii) physical characteristics (height, weight and other body composition measurements); and (iii) performance metrics (speed, acceleration, heartrate, individual and combine testing results and other information related to training, practice and competitions). 88THIRTY LLC reserves the right to publicize all information and data obtained at events and programs sponsored or directed by 88THIRTY LLC. By signing below, I consent to the use of GPS-

based performance monitoring devices and other wearable technology by me (or my child), and I grant 88THIRTY LLC permission to publicize (via print publications, online publications, presentations, websites and social media) the information and data described above and collected from me (or my child). I also understand and agree that no royalty, fee or other compensation whatsoever shall become due or payable to me (or my child) by reason of such use.

**Assumption of the Risk and Waiver of Liability Relating to COVID-19**

88THIRTY LLC has put in place preventative measures to reduce the spread of COVID-19; however, 88THIRTY LLC cannot guarantee that I, my child, or others who visit its location or who participate in any event sponsored by 88THIRTY LLC, will not become infected with COVID-19.

By signing below, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child/children, my family, and I may be exposed to or infected by COVID-19 by being present at 88THIRTY LLC's premises and/or participating in an event or program sponsored by 88THIRTY LLC and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at such premises or as a result of participation or attendance at any such event or program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, 88THIRTY LLC, other attendees or participants at such event or program or their families.

I voluntarily assume all of the foregoing risks and accept sole responsibility for any illness, injury (including disability and/or death), damage or loss to my child or myself in connection with my or my child's attendance and/or participation in any event or program conducted at or sponsored by 88THIRTY LLC. Without limiting the generality of the waiver, release, and indemnification described above, I hereby irrevocably release, waive, discharge, indemnify and hold harmless each of the Releasees from any and all liability to me, my children and my next of kin, for any and all claims, demands, suits, actions, causes of action, costs, expenses, losses, awards, judgments, injuries or damages (including reasonable attorney fees and related costs incurred by any of the Releasees) caused or alleged to have been caused as a result of COVID-19 or exposure thereto.

I further agree that I will comply with all applicable federal, state and local laws, rules, and regulations pertaining to COVID-19.

I agree that I will not attend or participate in any event or program conducted at or sponsored by 88THIRTY LLC, nor permit my child to do so, for at least 14 days after exposure to any person who has a suspected or confirmed case of COVID-19. In addition, I will not attend or participate in any event or program conducted at or sponsored by 88THIRTY LLC, nor permit my child to do so for at least 14 days if I, my child or anyone else in my household (i) experience symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or confirmed case of COVID-19. I agree to immediately notify 88THIRTY LLC if I believe that any of the foregoing restrictions apply.

**I HAVE READ THE ABOVE WAIVER, RELEASE, AND INDEMNIFICATION OF LIABILITY AND I UNDERSTAND THAT I AM VOLUNTARILY GIVING UP CERTAIN RIGHTS BY SIGNING IT.**

Participant's Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent or Guardian's Name \_\_\_\_\_

Parent or Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_