

PARTICIPANT AGREEMENT, WAIVER AND RELEASE FORM

I, the signee, have volunteered to participate in sports and soccer lessons provided to me by one or more coaches from Elite Performance Trainer (the "Trainer"), which may include, but may not be limited to, soccer activity, training, and exercise (the "Services"). In consideration of Trainer's agreement to instruct and train me, I, on behalf of myself and my agents, heirs and assigns, do here now and forever release and discharge and hereby hold harmless Trainer and its respective agents, heirs, assigns, vendors, contractors, and employees from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in this or any activity including any injuries resulting there from.

THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, INJURIES WHICH MAY OCCUR AS A RESULT OF (1) EQUIPMENT BELONGING TO TRAINER OR TO MYSELF THAT MAY MALFUNCTION OR BREAK; (2) ANY SLIP, FALL, DROPPING OF EQUIPMENT; (3) AND/OR NEGLIGENT INSTRUCTION OR SUPERVISION.

I have been informed of, understand and am aware that any sports or exercise, whether or not requiring the use of soccer equipment, is a potentially hazardous activity. I also have been informed of, understand and am aware that any sports, exercise, and/or soccer activity involve a risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death, and that I am voluntarily participating in these activities and using equipment with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury, regardless of severity, or death.

I have been advised that an examination by a physician should be obtained by anyone prior to commencing sports, fitness, training, and/or exercise activities, or initiating a substantial change in the amount of regular physical activity performed. If I have chosen not to obtain a physician's consent prior to beginning this sports activity with Trainer, I hereby agree that I am doing so solely at my own risk. In any event, I acknowledge and agree that I assume the risks associated with any and all sports and fitness related activities, training, and/or exercises in which I participate.

I agree to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

I understand while participating in this activity of Services I may be photographed or filmed. I give my permission with the following understanding: No compensation of any kind will be paid to me at this time or in the future for the use of my name, image, and/or likeness. I agree to allow my photo, video, and/or film to be used for any legitimate purpose by the Trainer and its activity holders, producers, sponsors, partners,

organizers, and assigns, including but not limited to publication, distribution, illustration, promotion, advertising and/or trade. I understand the photos, videos, and/or film may be altered, modified, changed, combined and/or incorporated into other works. I hereby relinquish any rights I may have in the Images (including privacy, personality and publicity rights). I hereby release and discharge Trainer and photographer from all and any claims and demands ensuing from or in connection with the use of the photographs and/or videos, including any and all claims for libel and/or invasion of privacy. I understand if I do not wish to be photographed or filmed, I must inform Trainer in writing before this activity.

I agree to pay Trainer the full cost associated with the Services provided by the Trainer.

This agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. The parties submit to the jurisdiction of the Courts of the State of California or a Federal Court empanelled in the State of California, County of Los Angeles, for the resolution of all legal disputes arising under the terms of this Agreement, including, but not limited to, enforcement of any arbitration award. Except as otherwise provided herein, if a dispute should arise between the parties including, but not limited to arbitration, the prevailing party shall be reimbursed by the non-prevailing party for all reasonable expenses incurred in resolving such dispute, including reasonable attorneys' fees.

Except as provided herein, this agreement contains the entire agreement of the parties, and supersedes all prior and existing negotiations, representations, and/or agreements and all other oral, written, or other communications between them concerning the subject matter of this agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this agreement that are not fully expressed herein. If any provision of this agreement is unenforceable, invalid, or violates applicable law, such provision, or unenforceable portion of such provision, shall be deemed stricken and shall not affect the enforceability of any other provisions of this agreement.

I acknowledge that I have thoroughly read this form in its entirety and fully understand that it is a release of liability. By signing this document, I am waiving any right I or my successors might have to bring a legal action or assert a claim against Trainer for its negligence or that of its employees, agents, or contractors.

This form is an important legal document that explains the risks you are assuming by participating in soccer, sports, and/or exercise lessons. It is critical that you have read and understand this document completely. If you do not understand any part of this document, it is your ultimate responsibility to ask for clarification prior to signing it.