

## **RELEASE OF LIABILITY, WAIVER OF RIGHTS & ASSUMED RISK AGREEMENT**

I, \_\_\_\_\_ (the “**Participant**”), hereby acknowledge that I have voluntarily elected to participate in one or more activities (the “**Activities**”) on the premises of the Chula Vista Elite Athlete Training Center (“**CVEATC**”) owned by the City of Chula Vista (the “**City**”) and operated by ELITE ATHLETE SERVICES LLC, a California limited liability company (“**EAS**”), including, if applicable, the Easton Archery Center of Excellence premises (the “**Archery Center**”) operated by the Easton Foundation, Easton Sports Development Foundation and Easton Sports Development Foundation II (the “**Easton Foundations**”, and together with EAS, each an “**Operator**”). The Activities include, but are not limited to, entering, accessing, visiting, occupying, operating, participating, or engaging in any in a physical activity or sport, business activity, academic activity, educational activity, training exercise, recreational activity, dietary activity, tourist activity, leisure activity, medical treatment and/or rehabilitation activity, service activity or spectator activity on the premises of CVEATC.

In consideration for being permitted to participate in the Activities, I hereby acknowledge and agree to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS:** I acknowledge that my participation is elective and that the Activities may be unsupervised and that all times agree to follow the rules for the Activities provided by Operator. Further, I agree to follow all safety, security, property protection, and other directions given to me or my minor child by the Operator or as set forth in the CVEATC’s Code of Conduct (of which I have received a copy and acknowledge may be revised by EAS from time to time). Based on the selections made at booking and subject to the discretion of Operator, I understand that Operator may prevent me from accessing certain areas or facilities of the CVEATC. I grant Operator the right to terminate my participation in the Activities if Operator determines in its sole discretion that my conduct adversely affects other participants or violates any rule of Operator or the CVEATC.

2. **USE OF MY LIKENESS:** I understand that during the Activities I or my minor child may be photographed or videotaped while in public areas and I grant to the Operator and its assignees permission to use and publish (including by electronic means) such likeness of me or minor child, provided that Operator does not receive any direct monetary or other remuneration in exchange for such use. Operator agrees that it shall not make use of my likeness for or to imply any endorsement by me or my minor child of Operator or CVEATC. Without limitation of the foregoing, I expressly acknowledge Operator may use my or my minor child’s likeness on its website solely for purposes of marketing the CVEATC and I consent to the same.

3. **INFORMED CONSENT/ASSUMPTION OF RISK:** I have been informed of and I understand the various aspects of the Activities are inherently dangerous and that while participating in the Activities I, or my minor child, could sustain serious property and/or personal damage, injuries, trauma, unwanted contact or harassment by third parties, illness, loss, disability or even death as a consequence of the actions, inactions or negligence of others, conditions of facilities and/or equipment used, and that there may be other risks known or not known to me or not reasonably foreseeable at this time. I further understand and agree that any property and/or personal damage, injury, trauma, unwanted contact or harassment by third parties, illness, loss, disability or death that I or my minor child may sustain by any means is not the responsibility of Operator, its affiliates, agents, employees, shareholders, officers, directors, or management, except to the extent of Operator's criminal acts, gross negligence or willful misconduct. I EXPRESSLY ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, INHERENT OR NOT, AND WHETHER DESCRIBED, ASSOCIATED WITH THE ACTIVITIES FOR MYSELF OR MY MINOR CHILD.

4. **CHOICE OF LAW/SEVERABILITY:** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of California exclusive of its choice of law rules and that this

Agreement is intended to be as broad and inclusive as permitted by such law. I further agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

5. **DISPUTE RESOLUTION:** Any dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Diego, California before a sole arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures.

6. **RELEASE AND WAIVER OF LIABILITY:** Subject to the foregoing, I, on behalf of myself, my minor child, personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Operator, the City, and the Easton Foundations, including their respective affiliates, members, owners, directors, officers, trustees, elected officials, shareholders, employees, instructors, agents, independent contractors, representatives and volunteers (the “**Released Parties**”) for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from, or in connection with, any damage, injury, trauma, unwanted contact or harassment by third parties, illness, loss, disability or death that occur to me, to any other person, or to any property during the Activities or in any way related to the Activities, including during transit or transportation to or from the Activities, whether known or unknown, except to the extent of the criminal acts, gross negligence or willful misconduct by the applicable Released Party. This **RELEASE AND WAIVER** includes claims for strict liability for abnormally dangerous activities. Therefore, with the understanding that a waiver of all future liability for any and all claims, whether known or unknown, is a material term of the Agreement without which Operator would not have entered into the Agreement, by giving this release, I expressly waive any rights I may have under California Civil Code Section 1542, which provides that:

*“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”*

7. **ACKNOWLEDGEMENT:** I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY AND AN ASSUMPTION OF RISK. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY COERCION OR INDUCEMENT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS AGREEMENT HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT.

8. **MINOR CHILD.** I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding the Activities and assume the risk of such activities on behalf of the minor child. I also agree, subject to the terms above, to **RELEASE AND HOLD HARMLESS the Released Parties from all liabilities and claims that arise in any way from any damage, injury, trauma, illness, loss, unwanted contact or harassment by third parties, disability, dismemberment, or death that occurs to the minor child** in any way related to the Activities, except to the criminal acts, gross negligence or willful misconduct by the applicable Released Party.

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Participant Signature	Date	Print Name
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Parent or Guardian Signature	Date	Print Name
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