

CENTERCOURT CLUB & SPORTS WAIVER, RELEASE OF LIABILITY, COVENANT NOT TO SUE & IMAGE RELEASE CONSENT, ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

Please read the following Waiver, Release of Liability, Covenant Not To Sue and Image Release Consent closely.

I, on behalf of myself and/or as parent or legal guardian on behalf of the minor child (hereinafter identified as "Minor Child") named below (hereinafter collectively identified as "I" or "Participant"), in consideration for being allowed to participate in the sports, programs, classes, training and/or activities (hereinafter individually referred to as "Sport" or collectively referred to as "Sports") of Centercourt Club and Sports and any of its affiliated or related companies, entities, partners, owners, employees, representatives and agents (hereinafter collectively referred to as "Centercourt") and to use Centercourt's services, facilities, equipment and/or machinery (hereinafter individually referred to as "Facility" or collectively referred to as "Facilities"), in addition to the payment of any fee or charge for said participation and use, do hereby expressly acknowledge, accept and agree as follows:

1. I, on behalf of myself, and/or my Minor Child, attest and verify that I am over 18 years of age and am legally signing on behalf of myself or, if applicable, on behalf of my Minor Child (collectively identified herein as "Participant").

2. Participant understands and is aware that fitness activities, including but not limited to participation in any of Centercourt's Sports and/or the use of Centercourt's Facilities, are potentially hazardous activities and have inherent risk and dangers. Participant also understands and is aware that physical activities, and the use of fitness and other related equipment, has both foreseeable and unforeseeable dangers and involve the risk of bodily injury, strains, fractures, partial and/or total paralysis, disability and even death, and that Participant hereby agrees that he/she is voluntarily participating in these activities and using the facilities, equipment and machinery of Centercourt with knowledge of the risks and dangers involved. Participant also hereby agrees to expressly assume and accept any and all risks of illness, injury, physical harm and/or death. The risk of serious injury and/or death from the activities involved participating in any of the Centercourt Sport(s) and/or in using any Centercourt Facility, as a Participant, is significant and may include, without limitation, the following: (i) drowning; (ii) near- drowning; (iii) sprains; (iv) strains; (v) fractures; (vi) heat and cold injuries, including burns, heat-related illness and hypothermia; (vii) over-use syndrome; (viii) injuries involving the acts or omissions of other Sports participants, Centercourt employees and/or vehicles; (ix) animal bites and/or stings; (x) falling from heights; (xi) heart attack; (xii) permanent paralysis; and/or (xiii) death. While particular rules, equipment and/or personal discipline may reduce this risk, the risk of serious injury and/or death does exist.

3. Participant (i) has consulted with a physician prior to participating in any of the Centercourt Sport(s) and/or in using any Centercourt Facility; (ii) has either had a physical examination and

received a physician's permission to participate, or knowingly and voluntarily chooses to participate in any of the Centercourt Sport(s) and/or in using any Centercourt Facility without a physician's approval; (iii) is physically sound and not suffering from any illness, impairment, disease, infirmity or other condition that would prevent Participant from participating in any of the Centercourt Sport(s) and/or in using any Centercourt Facility; (iv) knowingly and voluntarily agrees to comply with any stated customary terms and conditions for Participant's participating in any of the Centercourt Sport(s) and/or in using any Centercourt Facility; (v) agrees that if Participant observes an unusual and/or significant hazard during participation in any of the Centercourt Sport(s) and/or in using any Centercourt Facility, Participant will remove himself/herself/Minor Child from participation and bring such hazard to the attention of the nearest Centercourt employee or representative; (vi) will inspect the Facilities and if he or she believes anything is unsafe, the Participant shall immediately advise Centercourt of such condition and refuse to participate; (vii) understands that the activities and/or workouts recommended and/or instructed by Centercourt and its employees, coaches and/or trainers are physically challenging both cardiovascular and strength wise and a prior base of regular cardiovascular and strength training by Participant is required; (viii) has been deemed to be physically fit and sufficiently trained to participate in all Centercourt Sports and to use all Centercourt Facilities.

4. On the date of the participation in any Centercourt Sport or use of any Centercourt Facility, Participant will possess and be covered by medical/health insurance, individually or as part of an organization.

5. Participant consents to administration of first aid and other medical treatment and related services, including evacuation/transport, in the event of injury or illness in connection with participation in the Centercourt Sport or use of Centercourt Facility and hereby releases and indemnifies Centercourt from any and all liability or claims arising out of such treatment and/or services. Participant further consents and agrees to obtain, furnish and allow, if required, the use and disclosure of his/her/Minor Child's personal health information by such providers in connection with rendering services and or treatment, and to sign any additional documents that may be requested by such providers, in connection with such information or services.

6. PARTICIPANT ACKNOWLEDGES AGREES AND REPRESENTS THAT HE OR SHE KNOWINGLY, VOLUNTARILY AND FREELY ASSUMES AND ACCEPTS ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, WHETHER ARISING FROM THE NEGLIGENCE OR ACT OR OMISSIONS OF CENTERCOURT, as defined herein, or others, and assumes full responsibility and all risks for himself/herself/Minor Child's participation in Centercourt Sports or use of Centercourt Facilities. Participant agrees that the risks from participation include, but are not limited to, those listed above or risks that can be reasonably inferred from those risks or from participation, and that these risks are inherent to and both obvious and necessary. By freely and voluntarily acknowledging all such risks, Participant agrees that he/she/Minor Child will not make any claim nor bring any suit for damages, injury or death to himself/herself/Minor Child which results from participation including, but not limited to, those damages and injuries arising from or related to any risks and inherent risks (whether foreseeable or unforeseeable) as described herein.

7. To the fullest extent permissible by applicable law, Participant and his/her/Minor Child's respective heirs, assigns, spouses, partners, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE CENTERCOURT WITH RESPECT TO ANY SUITS, CLAIMS, OR LOSS AND ALL INJURY, DISABILITY, DEATH, AND/OR LOSS OR DAMAGE TO PERSON OR PROPERTY, IN CONNECTION WITH PARTICIPANT'S PARTICIPATION IN ANY AND ALL CENTERCOURT SPORTS OR USE OF CENTERCOURT'S FACILITIES, WHETHER ARISING FROM THE NEGLIGENCE OR WILLFUL CONDUCT OF CENTERCOURT OR OTHERWISE. Participant further agrees to indemnify, defend and hold harmless Centercourt from any loss liability, cost, claim and/or damages arising from Participant's participation in or association with Centercourt's Sports or use of Centercourt's Facilities, including, but not limited to, reasonable attorney's fees. This Waiver and Release of Liability specifically includes, but is in no way limited to, (a) any loss or damage to personal property, (b) any theft of property or monies by a third party not affiliated with Centercourt, and (c) any illness, injury or physical harm to Participant that occurs for any reason whatsoever, including but not limited to any negligent or careless act or omission by an instructor, personal trainer, employee, representative or agent of Centercourt.

8. Participant irrevocably grants unlimited permission to Centercourt to use, reproduce, sell, disseminate and distribute any and all photographs, images, videotapes, recordings, or any other depiction of any kind of Participant for any legitimate purpose in perpetuity, including but not limited to use on Centercourt's website and/or in any advertising and/or promotional material and understands that Participant will not be entitled to any compensation in connection therewith.

9. If any of the provisions of this Waiver, Release of Liability, Covenant Not To Sue and Image Release Consent shall be deemed by a court of competent jurisdiction invalid or unenforceable in any respect, then, to the fullest extent permitted by applicable law, all other provisions hereof shall remain in full force and effect.

I, Participant, either on behalf of myself or, if applicable, as Minor Child's parent/ legal guardian, acknowledge that I am aware and informed of the inherent risks in participating in any and all Centercourt Sports and/or in using Centercourt Facilities and that Participant's participation and use is entirely voluntary.

I, Participant, either on behalf of myself or, if applicable, as Minor Child's parent/ legal guardian, has read this Waiver, Release of Liability, Covenant Not To Sue & Image Release Consent and fully understand its terms and conditions.

Please read the following Assumption of the Risk and Waiver of Liability Relation to COVID-19 closely.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health

agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Centercourt Club & Sports and its affiliates (“Centercourt”) have put in place preventative measures to reduce the spread of COVID-19; however, Centercourt cannot guarantee that you and/or your child will not become infected with COVID-19. Further, attending Centercourt could increase your risk and/or your child’s risk of contracting COVID-19.

By checking the acceptance box below and signing this agreement, I, on behalf of myself and/or as parent or legal guardian on behalf of the minor child (hereinafter identified as “Minor Child”) named below (hereinafter collectively identified as “I” or “Participant”), in consideration for being allowed to participate in the sports, programs, classes, training and/or activities (hereinafter individually referred to as “Sport” or collectively referred to as “Sports”) of Centercourt Club & Sports and any of its affiliated or related companies, entities, partners, owners, employees, representatives and agents (hereinafter collectively referred to as “Centercourt”) and to use Centercourt’s services, facilities, equipment and/or machinery (hereinafter individually referred to as “Facility” or collectively referred to as “Facilities”), in addition to the payment of any fee or charge for said participation and use, do hereby expressly acknowledge, accept and agree as follows:

1. I, on behalf of myself, and/or my Minor Child, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and/or my child may be exposed to or infected by COVID-19 by attending Centercourt activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death.
2. I understand that the risk of becoming exposed to or infected by COVID-19 at Centercourt may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Centercourt employees, volunteers, and program participants and their families.
3. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and/or (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I and/or my child may experience or incur in connection with my attendance and/or my child’s attendance at Centercourt or participation in Centercourt programming (“Claims”). On my behalf, and/or on behalf of my child, I hereby release, covenant not to sue, discharge, and hold harmless Centercourt, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Centercourt, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Centercourt program.