

PURA VIDA ELITE TRAINING WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to attend and participate in programs with Pura Vida Elite Training (“PV”) and for my child(ren) listed above to participate for any purpose, including but not limited to, practice, fitness, scrimmages and games. The undersigned, on behalf of herself or himself and such participating children and any personal representatives (Adult/Guardian) will hereinafter be referred to as “the undersigned”. The undersigned agrees and represents that she or he has carefully considered such premises, equipment and facilities used by PV and that the undersigned finds and accept same as being safe. An example of facilities but not limited to Pura Vida Elite training facility in Brooklyn park and outdoor field spaces such as Pamela park. The undersigned also finds and accepts that soccer is a contact sport, that their children assume this risk.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS PV, its directors, officers, employees, volunteers, coaches and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any participating child are a part of PV functions. The undersigned understands and agrees that PV is not

required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, while participating in PV functions.

The undersigned agrees and acknowledges that participating in PV functions/activities may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. **THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE** to the undersigned or such participating children due to negligence, active or passive, or otherwise while participating in PV functions/activities. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Release and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing assumption of risk, **RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT** is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota and that if any portion thereof is held invalid, it is agreed that that balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OR LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER

AGREE THAT NO ORAL REPRESENTATION, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM PV IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY PV PROGRAMMED FUNCTION/ACTIVITY AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF A MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO PV THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

PURA VIDA ELITE TRAINING MINOR MEDIA, PHOTO, & VIDEO RELEASE FORM

Please read the following release carefully:

I give permission for my child's name, likeness, image, or voice to be used in photographic, video, digital, or other recording forms. I give my permission for Pura Vida Elite Training ("PV") to use those recordings for promotional, commercial and information purposes in any and all media (including the internet) now existing or hereafter devised, for any purpose whatsoever, as deemed appropriate by PV. This consent includes the unrestricted right and permission to copyright and use, reuse, publish, republish, edit, alter, exhibit and/or distribute any images of my child or in which my child may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations. I understand that the image may be readily accessible by the general public. I further acknowledge and agree that PV and its directors, officers, employees, volunteers, coaches and agents shall not be responsible for any use of the image by any third party accessing the image through the internet or any other manner. I understand that I will not have an opportunity to review or approve uses of the recordings or works, and I hereby waive any right to inspect or approve the same. I understand that neither my child nor I will receive payment or any other compensation for the taking or use of any recordings or works created as a result of my child's participation in the program. To the extent the image or media of my child is an educational record and may contain personally identifiable information about my child as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), I hereby consent to the release of the image or media. I understand that I have the right not to consent to my child being videotaped, photographed, or recorded during the program, and the right not to consent to the release or use of the image or media and any personally identifiable information about my child contained in the media, and that this consent shall remain in effect until revoked by me in writing and delivered to (the institution), though any such revocation shall not affect disclosures previously made

prior to its receipt. I further release, discharge, indemnify, and hold harmless PV and its directors, officers, employees, volunteers, coaches and agents, from and against all liability, actions, debts, claims, demands, rights, injuries, damages, or causes of action of every kind whatsoever, arising from and by reason of any known or unknown, foreseen or unforeseen, relating to the taking or use of the recordings or works of my child, including, without limitation, any and all claims for invasion of privacy, rights of publicity, libel, and slander. I understand that the acceptance of this release and waiver of liability by PV and its directors, officers, employees, volunteers, coaches and agents shall not constitute a waiver, in whole or in part, of sovereign immunity by the directors, officers, employees, volunteers, coaches and agents. This authorization and release shall insure to the benefit of the heirs, legal representatives, licensees, and assigns of PV. If any provision of this Media, Photo, and Video Release shall be held invalid or unenforceable, such provision will be deemed severable without affecting the validity or enforceability of the remaining provisions.

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, Indemnity Agreement and Minor Media Photo + Video Release and agree to its terms.