



## **PLAYER RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

### **JUVENTUS ACADEMY ORLANDO – FANTASY SPORTS MANAGEMENT INC – ORCHARD ENTERPRISES GLOBAL LLC – DNA PREP ACADEMY COCOA LLC**

**ASSUMPTION OF RISK.** As parent, legal guardian, or a parentally authorized representative, and individually, I acknowledge that Player's participation in any training activities or soccer match involves an inherent risk of injury to Player. I AGREE THAT I AND/OR THE PLAYER DERIVES A MATERIAL BENEFIT FROM THE EVENT AND/OR PLAYER'S INVOLVEMENT THEREIN. BY EXECUTION OF THIS AGREEMENT, I AGREE AND ACKNOWLEDGE THAT JUVENTUS ACADEMY ORLANDO – FANTASY SPORTS MANAGEMENT INC – ORCHARD ENTERPRISES GLOBAL LLC – DNA PREP ACADEMY COCOA LLC SOCCER ACTIVITIES (INCLUDING MATCHES AND TRAINING) MAY BE POTENTIALLY HAZARDOUS, AND FOR MYSELF, SPOUSE AND CHILD, I HEREBY KNOWINGLY AND FREELY ASSUME ALL RISKS ASSOCIATED WITH PLAYER'S PARTICIPATION IN THE SOCCER ACTIVITIES (INCLUDING MATCHES AND TRAINING), BOTH KNOWN AND UNKNOWN, FORESEEN OR UNFORESEEN, AND RELATING OR INCIDENTAL TO PLAYER'S INVOLVEMENT IN THE SOCCER ACTIVITIES (INCLUDING MATCHES AND TRAINING) AND ANY ACTIVITY ASSOCIATED THEREWITH, EVEN IF ARISING FROM THE NEGLIGENCE OF THE INDEMNITEES OR OTHERS.

I, for myself, spouse, Player's parents, and for the Player and on behalf of my or their heirs, assigns, personal representatives and next of kin HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS JUVENTUS ACADEMY ORLANDO – FANTASY SPORTS MANAGEMENT INC – ORCHARD ENTERPRISES GLOBAL LLC – DNA PREP ACADEMY COCOA LLC and its directors, officers, agents, employees, volunteers, owners, vendors, insurers, attorneys, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for activity ("Indemnitees") from any and all claims, demands, actions, causes of action, losses, damages, or liability (whether such claim is based on contract, negligence, tort, including strict liability, or other legal theory) including, without limitation, all expense of litigation, court costs, and attorneys' fees for any injury, disability, death, loss or damage to person or property arising out of or relating to Player's involvement in JUVENTUS ACADEMY ORLANDO – FANTASY SPORTS MANAGEMENT INC – ORCHARD ENTERPRISES GLOBAL LLC – DNA PREP ACADEMY COCOA LLC and including without limitation any participation in a soccer match, and all activities associated therewith even if arising from the negligence of the indemnitees.

To induce EDGE to permit Player to participate in the SOCCER ACTIVITIES (INCLUDING MATCHES AND TRAINING) and enter into this Agreement, I agree and confirm the following: (1) Player is physically fit and able to participate in all respects in the SOCCER ACTIVITIES (INCLUDING MATCHES AND TRAINING). If, however, I observe any reasons for concern in Player's readiness for participation and/or in the SOCCER ACTIVITIES (INCLUDING MATCHES AND TRAINING), I will remove my child from participation and bring such to the attention of the nearest official immediately. (2) Further, the undersigned agrees that JUVENTUS ACADEMY ORLANDO – FANTASY SPORTS MANAGEMENT INC – ORCHARD ENTERPRISES GLOBAL LLC – DNA PREP ACADEMY COCOA LLC are not responsible for, and has no control or influence

on, the safety or security of the premises on which the soccer matches/training occur or any person or property entering onto such premises.

**PHOTOGRAPHY AND VIDEOTAPE.** For good and adequate consideration, which I acknowledge I have received, I further grant the Indemnitees the royalty-free right to photograph and/or videotape me or Player and further to display, use and/or otherwise exploit my or Player's name, face, likeness, voice and appearance forever and throughout the world, in all media, whether now known or hereafter devised, in perpetuity (including, without limitation, in online webcasts, television, motion pictures, films, newspapers and magazines) whether for advertising, publicity, or promotional purposes, including, without limitation, publication of camp results and standings. I further consent to the distribution of my contact information, including my e-mail address, to third parties for promotional purposes, or for any other purposes whatsoever, without compensation, reservation, or limitation.

**PLAYER INSURANCE AUTHORIZATION.** Further: (i) I understand and agree that the Indemnities, collectively or individually, do not assume any financial responsibility for any medical services and/or treatment incurred by Player, or the undersigned for Player, or provided by any hospital, physician, or any other health care provider to

Player; (ii) I hereby certify that Player is covered for illness and/or injury (including without limitation illness and/or injury occurring in the USA) by medical insurance provided by: I hereby certify that if the Player is not covered by medical insurance nor by medical insurance that provides coverage for illness and/or injury occurring in California, I agree that I am fully responsible in all respects, including, without limitations, any financial obligations, for any medical services/treatment rendered for illness/injury suffered by Player before, during, or after the SOCCER ACTIVITIES (INCLUDING MATCHES AND TRAINING), and I agree that payment or arrangement for payment for said medical services/treatment will be made to/with the provider at the time service is rendered to Player. I will also be responsible for any financial obligations, which are not covered by insurance. Also, by my signature below, I hereby give my consent and permission for the Player to be medically and/or surgically treated for injuries and/or illness of any kind or seriousness as deemed appropriate by medical personnel to avoid further injury or secure better outcome. Further, I give my consent and permission to the physician and/or hospital and/or other health care provider selected to provide urgent medical or surgical treatment, including, without limitation, hospitalization, injection, anesthesia, invasive surgery, dental care, or any other form or kind of medical or surgical care (emergency or otherwise) for the Player which may be deemed appropriate by medical personnel before I am able personally to attend to my child's health decisions.

**AGREEMENT TO ARBITRATE DISPUTES.** IN THE EVENT OF ANY DISPUTE PERTAINING TO ANY PROVISION OF THIS AGREEMENT, OR IN ANY WAY RELATED TO ATTENDANCE AT THE SOCCER ACTIVITIES (INCLUDING MATCHES AND TRAINING), INCLUDING ANY CLAIM FOR PERSONAL INJURY OR OTHER LOSS AGAINST ANY OF THE INDEMNITEES, EACH PARTY HERETO AGREES TO SUBMIT TO BINDING ARBITRATION TO RESOLVE SUCH DISPUTES, BY CLAIM FILED, BEFORE JAMS IN LOS ANGELES, CALIFORNIA, TO BE ARBITRATED HERE OR SUCH OTHER VENUE AS DEEMED APPROPRIATE BY THE JAMS ARBITRATOR, SUCH ARBITRATION TO PROCEED UNDER THE JAMS RULES. THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE COSTS OF SUCH ACTION OR PROCEEDING INCLUDING ATTORNEY'S FEES. THE ARBITRATION SHALL BE FINAL AND BINDING ON THE PARTIES. THE PARTIES HERETO ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL. If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

I am signing this agreement/authorization in my individual capacity and on behalf of Player (a minor child) named above, of whom parent, legal guardian, or a parentally authorized representative. I HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS,

UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I AGREE THAT JUVENTUS ACADEMY ORLANDO – FANTASY SPORTS MANAGEMENT INC – ORCHARD ENTERPRISES GLOBAL LLC – DNA PREP ACADEMY COCOA LLC MAY RELY UPON THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY.

**WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

**ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT**

In consideration of being allowed to participate in athletic programming, sanctioned activities and events (collectively “Sanctioned Activities”) related to JUVENTUS ACADEMY ORLANDO – FANTASY SPORTS MANAGEMENT INC – ORCHARD ENTERPRISES GLOBAL LLC – DNA PREP ACADEMY COCOA LLC and affiliate members (“RELEASEES”), the undersigned acknowledges, appreciates, and agrees that:

1. Participation in such Sanctioned Activities inherently includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH INHERENT RISKS, both known and unknown, EVEN IF ARISING FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation in such Sanctioned Activities as regards to protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Releasees their officers, directors, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the Sanctioned Activities , WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby agree to defend and indemnify RELEASEES for all such claims, causes of actions, allegations or matters arising out of, relating to, based upon or in any way connected to my participation in such Sanctioned Activities.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I, for myself, my spouse, and child/ward, do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.