

**MOMENTOUS SPORTS CENTER
PARTICIPANT WAIVER, RELEASE OF LIABILITY AND CONSENT**

PLEASE READ CAREFULLY – THIS AGREEMENT AFFECTS IMPORTANT LEGAL RIGHTS

This Waiver, Release of Liability and Consent Agreement (collectively, the “Agreement”) sets forth the terms and conditions of your active and/or passive participation in any and all activities, programs, competitions and events conducted anywhere at any time on the grounds of the Momentous Sports Center, LP (“MSC”) owned sports facility property located at 14522 & 14524 Myford Rd., Irvine, CA 92606 (the “Facility,” and/or “Facilities”), operated or conducted by any person(s) or organization(s), whether or not under formal contract with MSC, the Facility, or Momentous Sports Programs, LLC. (“MSP”), (each, an “Activity,” collectively, “Activities”). In this Agreement, “you” means an adult participant or the parent/guardian responsible for, and legally authorized to contract on behalf of, a minor participant in any of the Activities at the Facility.

THEREFORE, in consideration of being permitted to participate in the Activities and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties this agreement with intent to be legally bound hereby, you, for yourself, your guests, your personal representatives, heirs, executors, next of kin, and assigns, do hereby agree and:

- 1) Acknowledge that you are familiar with the sport related to the Activities in which you will be participating and that you understand the rules governing said sport and the importance of following these rules, both for your own safety and the safety of those around you.
- 2) Covenant that before participating in a sports Activity of any kind, you will inspect the Facilities and the equipment to be used. If you reasonably believe or find anything to be unsafe at any time before or during your participation, you will immediately advise your coach or onsite Facility manager of any such unsafe condition(s) and you shall refuse to participate any further. Your commencing of any Activity shall indisputably validate the presumption that the above inspection was conducted and concluded to your satisfaction.
- 3) Acknowledge and understand that you will be engaging, voluntarily and by your own free will, in a contact sport that might result in serious injury, including permanent disability or death, and severe social and economic losses due to, not only your own actions, inaction or negligence, but also to: the action, inaction or negligence of others; the rules of the sport and Activities in which you are participating; and/or, conditions of the Facility or other premises and any equipment used therein. Further, you acknowledge that there may be other risks not known or reasonably foreseeable to you at this or any future time. You also certify that you have consulted with your or your minor participant’s physician regarding any condition that could pose a risk to participation in any of the Activities.
- 4) Acknowledge that you are fully aware of and understand the risks involved in the sport and the Activities in which you are voluntarily participating, and that you assume such risks and accept full personal responsibility for any and all damages, whether incurred presently or in the future, that may result from injury, permanent disability, or death resulting from your participation in said sport. Further, you warrant that will not sue, make a claim, or bring any other legal, equitable or administrative action against any of the released parties (“Releasees”) set forth in the subsequent paragraph, and you acknowledge that no insurance, including but not limited to MSC’s insurance, other than your own insurance, if any, provides any coverage for any of your property, personal injuries or death.
- 5) Release, waive and discharge and covenant not to sue the MSC and/or MSC’s owners, managers, administrators, directors, agents or their respective assigns or successors; coaches, employees or volunteers; event officials; medical personnel; contractors; other participants, or their parents, guardian(s), supervisors and coaches; sponsoring agencies; sponsors; advertisers; and, if applicable, owners, lessors, users and lessees of Facility or other premises used to conduct any event or activity, (each a “Releasee,” together the “Releasees”), from any and all claims, demands, losses, or damages on account of injury, including

permanent disability and death, or damage to property, caused or alleged to be caused in whole or in part by the negligence of any Releasee or otherwise to the fullest extent permitted by California law.

- 6) Acknowledge that this Agreement expressly includes travel and transportation to and from, or in connection with any of the Activities, in any vehicle, including transportation to and from any required medical treatment.
- 7) Understand that by signing this Agreement, you are agreeing to fully release and indemnify the Releasees and hold them harmless from any and all present or future liability, rights of claim, or costs, known or unknown, including but not limited to attorney fees, associated with or arising from your participation in the Activities.
- 8) Understand that, if you are signing this Agreement on behalf of a minor child, you will be giving up the same rights for said minor as you would be giving up for yourself had you signed this document on your own behalf. You further agree that as a parent(s) or legal guardian(s) of a minor participant less than 18 years of age, that you will instruct the minor participant on the meaning of the above warnings and conditions and their ramifications, and that you consent to the minor's participation.
- 9) Understand and agree that this Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to conflicts of laws provisions of any jurisdiction; and that any controversy or claim, arising out of or relating to this Agreement, or any agreement relating thereto, or any breach of this Agreement including any claim that this Agreement or any portion thereof is invalid, illegal or otherwise voidable, must be submitted to arbitration before and in accordance with the Commercial Rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof. The situs of arbitration proceedings shall be in Orange County, California.
- 10) Acknowledge that any waiver by MSC of a default or breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent default or breach of the same or of a different provision. No waiver or modification of this Agreement or of any covenant, condition, or limitation contained in this Agreement shall be valid unless in writing and duly executed by MSC.
- 11) Acknowledge and understand that this Agreement may be terminated only by:
 1. Permanently ceasing to participate in any and all Activities, AND
 2. Providing written notice, with verifiable delivery, to MSC; OR
 3. Signing and returning to MSC a later version of this Agreement.
 4. Under all circumstances, termination by written notice to MSC shall not be effective until 2 years and one day after the date you permanently cease any and all participation in the Activities.
- 12) Acknowledge and understand that any photocopies of this Agreement shall have the same effect as the executed original Agreement, and that this Agreement shall remain effective until revoked in writing by you, with such revocation delivered by Certified Mail, return receipt required, to the General Partner Manager of MSC.

By signing on the following signature page you hereby make the following statement and consents in addition to the above terms and conditions to which you agree to be bound by:

I have read the above waiver, release of liability and consent Agreement, and understand that I give up substantial rights by signing it and knowing this, sign it voluntarily. I further agree that no oral representations, statements, or inducements, apart from the above agreement have been made. I agree that this agreement is intended to be as broad and inclusive as is permitted by law and if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue to have full force and effect. I agree to participate knowing the risks and conditions involved and do so entirely upon my own free will. I also acknowledge that if English is not my first language, that I have sought out the assistance of someone competent to translate this form to me. My signature on the attached signature page shall be a declaration that I have so read and understand this Waiver and Release of Liability Agreement.

Authorization and Consent for Medical Treatment

I/we the participant(s) or the parent, parents or legal guardian of the named minor participant, do hereby authorize in the event of an injury, accident, or illness, the MSC its coaches, team representatives, directors, officers, agents, and/or assignees to seek and obtain care and medical treatment as shall be necessary in their judgment under the circumstances. I/we hereby authorize and direct the above named to consent to any x-ray examination, anesthetic, medical or surgical diagnosis, or treatment and hospital care which is deemed advisable and rendered under the general or special supervision of any member of the medical staff and emergency room staff licensed under the provisions of the Medical Practice Act, of a dentist licensed under the provisions of the Dental Practice Act, and on the staff of any general hospital holding a current license to operate a hospital from the State Department of Public Health or its equivalent. This authorization is effective whether such diagnosis or treatment is rendered at the office of said physician or dentist, at a hospital, or elsewhere. I/we hereby accept responsibility for any expenses related to any treatment and/or treatment-related transportation or other cost, and that under no circumstance shall any such costs be charged to, or claimed from, MSC. It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power on the part of my aforementioned agents to give specific consent to any and all such diagnosis which in the exercise of his or her best judgment may deem advisable. It is understood that effort shall be made to contact the undersigned before rendering treatment to the patient, but that any of the above treatment will not be withheld if the undersigned cannot be reached. I also agree that this authorization to treat shall be valid in any state where such treatment is rendered. I also agree that if English is not my first language that I have sought out someone to translate this form to me and agree that by my signature that I have read and understood the document.

Audio-Visual Consent

I/we the participant(s) or the parent, parents or legal guardian of the named minor participant, do hereby give the MSC and any contractors hired by MSC, permission to capture and/or produce photographs, videos, film, slides, or other images of me, my minor child or legal ward, and any other guest related to me. I hereby grant to the MSC, the unrestricted right to copyright any of the above-mentioned materials containing images of me, my minor child or legal ward, or guest, as well as the unrestricted right to use and re-use such material with or without caption information, in part or in whole, in any manor, and for any purpose and in any medium now known of hereinafter invented. These rights include, but are not limited to, the right to publish copy, distribute, alter, license and publicly display these materials and images for editorial, trade, marketing and/or advertising purposes. I also grant to MSC, and its assigns, the unrestricted right to use and disclose my name in connection with the use of the above materials. I understand and agree that the above materials are the sole and absolute property of the MSC and thus I will not be compensated for any use of the described materials. I also waive the rights to any and all claims arising out of or in connection with any use of the materials, caption information and images above, including any and all claims for libel, defamation and/or invasion of privacy or publicity, and release and discharge MSC from any and all liability therefrom. I realize I cannot withdraw my consent after I sign this form and I realize this form is binding on me, my heirs, legal representatives and assigns.

Parent/Guardian Release: I am the parent or legal guardian of the minor listed on the following signature page and I am signing this waiver, indemnification and release of liability agreement on behalf of said minor.

Participant's Printed Name

Parent / Guardian's (s) Printed Name for Minor Participant

Parent / Guardian's Signature

Date of Signing