

GRLZ FASTPITCH TRAINING CENTER, LLC
Training Program Waiver and Release of Liability
Adult and Minor Participant

In consideration of being allowed to participate and/or to have my child or children allowed to participate in any sports/personal training programs, or other event or activity offered by GRLZ FASTPITCH TRAINING CENTER, LLC (An Ohio Limited Liability Company) (hereinafter referred to as "GFTC"), or permitted to be undertaken at a "GFTC" facility (whether or not supervised by GFTC) (collectively, the "Programs"), and intending to be legally bound, the undersigned, for themselves, their heirs, children, assigns, and personal representatives (collectively, a "Participant"), agree as follows:

1. The undersigned agree that prior to participating, they each will inspect the facilities and equipment to be used and if they believe anything is unsafe, they will immediately advise their trainer, coach or supervisor or such condition(s) and refuse to participate.
2. The undersigned acknowledges, fully understands, and agrees that each Participant will be engaging in activities that inherently involve risk of serious injury, including permanent disability and death, and severe social and economic losses that might result not only from the inherent dangers of the activities and competition, but also from their own actions, inaction or negligence, as well as from the actions, reactions and negligence of others, including the Releasees (as defined below), as a result of the rules of play or participation, or the condition of the premises or any equipment used.
3. The undersigned Participant hereby accepts all risks associated with his/her/their child's participation in the Programs and release and forever discharge "GFTC", its officers, members, managers, employees, agents, coaches, sponsoring agencies, advertisers, volunteers, and lessors of any premises' where the Programs may be conducted ("Releasees") from any and all responsibilities or liability from injuries or damages resulting from or connected with the Participant's participation in the Programs, whether arising from the negligence of the Releasees, or otherwise. The undersigned agree that they voluntarily assume all risk of harm and loss and accept personal responsibility for all damages flowing from any injury, permanent disability, or death, for both themselves and their minor children participating in any of the Programs.
4. The undersigned acknowledges and understands that the "GFTC" and the other Releasees are not licensed dieticians, physicians, trainer, or coaches, and that any information or guidelines provided by the "GFTC" or the other Releasees carries no warranty of any kind, expressed or implied, including, but not limited to, warranties regarding safety or suitability for a particular purpose. **The undersigned understands that a physician's approval is highly recommended prior to participating in any of the Programs.**
5. The undersigned Participant understands the risks and benefits of the Programs and any questions that they may have had have been answered to their satisfaction. The undersigned Participant hereby releases, waives, and discharges "GFTC", and all other Releasees from (and covenant not to sue as a result of) any and all claims, demands, actions, judgments, loss, costs, expenses, or damages stemming from any injury, including death or damage to property (collectively a "Loss"), caused or alleged to be caused, in whole or in part, as a result of the undersigned's participation in the Programs and whether as a result of the negligence, or otherwise, of the Participant or the Releasees. Further, the undersigned Participant agrees to defend, hold harmless and indemnify all "GFTC" and all other Releasees from any Loss arising out of or relating to the undersigned Participant's participation in the Programs and fully understand that even if their children or someone else on their children's behalf were to make

such a claim, or sue Releasees that, in such event, it shall be the responsibility and obligation of the undersigned parent or legal guardian to defend, hold harmless, and indemnify Releasees from any and all such Loss. The undersigned hereby acknowledges that they had a full opportunity to have an attorney of their choice review this document with them and to fully explain to them the full meaning of this Waiver and Release and that by signing this Waiver and Release they are representing that they fully understand it.

6. The undersigned understands and hereby acknowledges that participation in sports and training activities includes the risk of bodily injury, and hereby understands that such injuries may occur in the absence of negligence. To minimize the risk of bodily injury, the Participant hereby agrees to obey all safety rules and to follow all coaching instruction during their time in the "GFTC" facility.
7. The Participant hereby recognizes the possibility and risk of exposure or infection of COVID-19, or other communicable disease associated with my participation in an event at a "GFTC" facility, and that such exposure or infection may result in my or other family members' exposure to or infection of COVID-19, or other communicable diseases, among other risks, and that such exposure or infection may result in personal injury, illness, permanent disability, death or other damages or expenses. I understand that such exposure or infection can occur for any number of reasons, which are both foreseeable and unforeseeable, and which include, but are not limited to, my own actions or inaction, the actions or inaction of others (whether negligent, intentional, or otherwise) and equipment failure.
8. Participant understands that it is Participant's responsibility to carry appropriate medical insurance and that such is not the responsibility of any other person, party, including without limitation, the "GFTC" and Releasees.

THE UNDERSIGNED HEREBY VERIFIES THAT HE/SHE IS IN GOOD HEALTH AND DOES NOT HAVE A HISTORY OF ANY ILLNESS OR INJURY THAT COULD ENDANGER HIS/HER SAFETY DURING HIS/HER PARTICIPATION IN ATHLETIC EVENTS. FURTHER, THE UNDERSIGNED HAS READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY AND INTENDING TO BE LEGALLY BOUND.

Participant's Signature

Signature of Parent/Legal Guardian
(If Participant is under the age of 18)

Date

Date