

RELEASE AND WAIVER OF LIABILITY and AGREEMENT TO INDEMNIFY RE COVID-19

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT (“AGREEMENT”) IN CONSIDERATION of being permitted to participate in any way and to participate in its activities and to use its equipment and facilities at Goals Soccer Center. I, for myself for personal representatives, assigns, heirs, estate and next of kin: ACKNOWLEDGE, agree, and represent that I understand the nature of Goals Soccer Center and that I am qualified, in good health, and in proper physical condition to participate in such activities. I further agree and warrant that, at any time I believe conditions to be unsafe, I will immediately discontinue further participation in any activities.

In addition, the undersigned acknowledges that the novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including cases in the State of California’s San Bernardino and Los Angeles County. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), Los Angeles County Department of Public Health (LACDPH) and the San Bernardino County Department of Public Health (SBCDPH), for slowing the transmission of COVID-19, the undersigned hereby agrees, represents and warrants neither the undersigned nor such participating children shall visit or utilize Goals Soccer Center or its activities within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, (iii) exposure to any person who has either a suspected (whether by reason of experiencing symptoms of COVID-19 or otherwise) or a confirmed case of COVID-19, or (iv) experiencing any cold or flu-like symptoms such as fever, coughing, or shortness of breath. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check the CDD Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to utilizing Goals Soccer Center and the activities offered.

The undersigned hereby represents and warrants that neither the undersigned nor undersigned’s participating children has (i) experienced symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath, or other cold or flu-like symptoms, or (ii) has a suspected diagnosed/confirmed case of COVID-19. The undersigned further agrees that neither the undersigned nor participating children shall visit or utilize the facilities, services or programs of Goals Soccer Center if at any time any of the facts described in clauses (i) and (ii) of the preceding sentence occur as to undersigned or undersigned’s participating children.

The undersigned further agrees to notify Goals Soccer Center immediately if he or she believes that any of the foregoing access/use restrictions may apply.

Goals Soccer Center has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that Goals Soccer Center may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with Goals Soccer Center revised procedures prior to utilizing the facilities, services and programs of Goals Soccer Center. The undersigned further acknowledges and agrees that, due to the nature of activities, social distancing and wearing of masks may not be possible for participants. The undersigned fully understands and appreciates both the known and potential dangers of utilizing Goals Soccer Center and its activities and acknowledges that use thereof by the undersigned and/or such participating children may, despite Goals Soccer Center reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER GOALS SOCCER CENTERS FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF GOALS SOCCER CENTER OR PARTICIPATING IN ACTIVITIES, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING.

THE UNDERSIGNED HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE OR MAKE ANY CLAIMS AGAINST GOALS SOCCER CENTER, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which any activity takes place, (each considered one of the “RELEASEES” herein) for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned, or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of Goals Soccer Center or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY”

This Agreement contains the entire agreement and understanding concerning the subject matter hereto between the undersigned parties and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral. This Agreement shall inure to the benefit of and be binding on each of the parties hereto and on its or his successors and assigns. If one or more provisions of this Agreement are held to be unenforceable under applicable law, only such provision shall be excluded and the balance of this Agreement shall be interpreted as if such provision were so excluded and the balance shall be enforceable in accordance with its terms.