



The Yard, LLC.
519 Marine View Ave, Suite H & J
Belmont, CA, 94002

WAIVER & RELEASE OF LIABILITY

In exchange for your participation in specialized soccer training and softball training organized by The Yard, LLC and/or use of property, facilities and services secured by The Yard, LLC, you agree to the following:

Physical exercise can be strenuous and subject to risk of serious injury. You are urged to obtain a thorough physical examination from a doctor before participating in any exercise activity. You agree that if you engage in any physical exercise or activity, you do so entirely at your own risk. You agree that you are voluntarily participating in these activities and assume all risks of injury, illness or death.

This release of liability includes, without limitation, all injuries which may occur as a result of: (a) your participation in any activity or personal training session, and (b) instruction, training, supervision by any staff member.

You acknowledge that you have carefully read this "Waiver and Release" and fully understand that it is a release of liability. You expressly agree to release and discharge The Yard, LLC or any staff member from any and all claims or causes of action, and you agree to voluntarily give up or waive any right that you may otherwise have to bring legal action against your Trainer for personal injury or property damage. To the extent that statute or case law does not prohibit release for negligence, this release is also for negligence on the part of The Yard, LLC or any staff member.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

The specialized soccer training and softball training offered by The Yard, LLC is designed for educational and resource purposes only. This information is not a substitute for, nor a replacement of, professional medical advice, diagnosis, or treatment. If you have any concerns or questions about your health you should consult with a physician or other health-care professional. Please consult your physician or other health care professional before starting this or any other fitness to determine if they are appropriate for your needs. Do not start a fitness program if your physician or health care provider advises against it. Do not disregard, avoid or delay obtaining medical or health related advice from your health-care professional as a result of information you have obtained from The Yard, LLC or any staff member.

By signing this disclaimer I acknowledge I read and fully understand the contents of the full document.



Date: _____

X _____

Member Signature & Member Name

X _____

Emergency Contact Name & Emergency Contact Phone #

**ASSUMPTION OF THE RISK
AND
WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19**

The novel coronavirus, ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Yard, LLC has put in place preventative measures to reduce the spread of COVID-19; however, The Yard, LLC cannot guarantee you will not become infected with COVID-19. Further, attending its facility and participating in The Yard, LLC programs could increase your risk of contracting COVID-19.

By signing this agreement, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk you may be exposed to or infected by COVID-19 by attending The Yard, LLC facilities and participating in The Yard, LLC programs and that such exposure or infection may result in personal injury, illness, partial and/or permanent disability, and death. You understand the risk of becoming exposed to or infected by COVID-19 at The Yard, LLC facilities may result from the actions, omissions, or negligence of yourself and/or others, including, but not limited to, The Yard, LLC owners, employees, volunteers, and program participants.

Assumption of Risk. With full knowledge of these circumstances I now voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, partial and/or permanent disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, known or unknown, foreseeable or unforeseeable that I may experience or incur in connection with my attendance at The Yard, LLC facilities or participation in The Yard, LLC programming ("Claims").

Waiver of Liability. I hereby forever release, covenant not to sue, discharge, and hold harmless The Yard, LLC its owners, employees, agents, and representatives, of and from the Claims, including all



liabilities, claims, actions, damages, costs or expenses of any kind, known or unknown, foreseeable or unforeseeable arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of The Yard, LLC, its owners, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any The Yard, LLC program. I expressly agree that this Assumption of the Risk and Waiver of Liability Relating to Coronavirus/Covid -19 shall be binding upon my successors, heirs and assigns and shall ensure to the benefit of The Yard, LLC.

Voluntary and Informed Consent. I acknowledge and agree that I am fully aware of and understand the contents, legal effect and consequences of this Assumption of the Risk and Waiver of Liability Relating to Coronavirus/Covid-19. I have signed this document knowing that if I did not, I would not be allowed to use The Yard, LLC facilities or participate in its programs. Nevertheless, I have signed this document voluntarily, free from duress, fraud, undue influence, coercion or misrepresentation of any kind.

**READ CAREFULLY
BY SIGNING THIS DOCUMENT YOU MAY GIVE UP IMPORTANT LEGAL RIGHTS.**

Date: _____

x _____

Member Signature & Member Name