

ALPHA PERFORMANCE GROUP, LLC

12596 SW 128th Street, Miami, FL 33186 | Bays 7 & 8

WAIVER, RELEASE OF LIABILITY & ASSUMPTION OF RISK

• Please read carefully — by signing below you are waiving certain legal rights •

1. PARTIES & ACTIVITIES COVERED

This Waiver, Release of Liability, Indemnity, and Assumption of Risk (“Agreement”) is entered into by the undersigned participant (“Participant”) and Alpha Performance Group, LLC (“APG”), its employees, coaches, agents, owners, affiliates, and representatives. Participant and APG may be referred to collectively as the “Parties” and individually as a “Party”. This Agreement applies to all activities offered by APG, including but not limited to: private lessons, group classes, team clinics, position clinics, strength training, speed & vertical training, recovery services, and any other in-person or online activities conducted at 12596 SW 128th Street, Miami, FL 33186, Bays 7 & 8, or on any related premises or online platforms.

2. ASSUMPTION OF RISK

The Participant represents that they are physically fit and capable of participating in the activities offered by APG. The Participant represents and warrants that they have no known medical conditions or physical limitations that would prevent safe participation, or, if any such conditions exist, that they have disclosed them in writing to APG prior to participation. Prior to participation, the Participant has consulted (or had the opportunity to consult) a licensed physician regarding any physical limitations, medical conditions, or health risks that may affect their ability to safely participate. The Participant acknowledges that participation in athletic training and sports performance activities involves physical exertion and strenuous activity, and that serious bodily injury and/or death may occur. Risks include, but are not limited to: physical contact with other participants, equipment, or surfaces; overexertion; falls; and other foreseeable and unforeseeable hazards. With full knowledge of these risks, the Participant voluntarily elects to participate.

3. RELEASE OF LIABILITY, INDEMNIFICATION & COVENANT NOT TO SUE

In consideration of being permitted to participate in APG’s programs and activities, the Participant, on behalf of themselves, their heirs, personal representatives, and assigns, hereby:

(i) FOREVER RELEASES, WAIVES, AND DISCHARGES Alpha Performance Group, LLC, its members, managers, employees, coaches, agents, affiliates, owners, lessees of the premises, contractors, and volunteers (collectively, the “Released Parties”) from any and all claims, demands, losses, damages, liability, or causes of action of any kind, including those arising from personal injury (including death) and property damage, arising out of or in connection with participation in any APG activity, whether caused by the negligence of the Released Parties or otherwise;

(ii) AGREES TO INDEMNIFY AND HOLD HARMLESS the Released Parties from any loss, liability, cost, or expense (including reasonable attorneys’ fees) arising out of or related to the Participant’s participation in APG activities; and

(iii) ASSUMES FULL RESPONSIBILITY for any bodily injury, death, or property damage arising out of or related to participation in any APG activity.

(IV) COVENANTS NOT TO SUE THE RELEASED PARTIES WITH RESPECT TO ANY CLAIM, DEMAND, OR CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO PARTICIPATION IN ANY APG ACTIVITY, AND AGREES THAT THIS COVENANT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA; AND

(V) WAIVES ANY RIGHT OF SUBROGATION THAT THE PARTICIPANT OR THE PARTICIPANT’S INSURER MAY HAVE AGAINST THE RELEASED PARTIES. THE

PARTICIPANT AGREES TO NOTIFY THEIR INSURER OF THIS WAIVER AND TO ENSURE COMPLIANCE THEREWITH.

4. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles. In the event of any dispute arising out of or relating to this Agreement or participation in any APG activity, the Parties shall first attempt to resolve the dispute through good-faith negotiation for a period of not less than thirty (30) days following written notice of the dispute. If the dispute is not resolved through negotiation, the parties shall submit the dispute to mediation administered by a mutually agreed-upon mediator in Miami-Dade County, Florida. The fees and costs of the mediator shall be shared equally by the Parties. If the dispute is not resolved through mediation within sixty (60) days of the initial mediation session, either Party may commence litigation in a court of competent jurisdiction located in Miami-Dade County, Florida, and each Party hereby consents to the exclusive jurisdiction and venue of such courts. All disputes shall be resolved on an individual basis only. The Participant waives any right to commence, join, or participate in any class, collective, consolidated, or representative action or proceeding against the Released Parties. The non-prevailing Party shall be responsible for all reasonable expenses, including attorneys' fees, of the prevailing Party.

5. RULES & REGULATIONS

The Participant agrees to abide by all rules, regulations, and policies established by Alpha Performance Group, LLC, and/or its affiliates, partners, and vendors, now or in the future, for the duration of their participation in any APG program.

6. MEDIA & LIKENESS RELEASE

The Participant hereby grants Alpha Performance Group, LLC an irrevocable, royalty-free license to photograph, film, record, and use their name, image, likeness, and voice in connection with any APG promotional, marketing, or educational materials, including social media, websites, and other public or private communications. APG may edit such materials at its sole discretion. The Participant waives all rights to compensation or approval in connection with such use. The Participant further consents to receive communications from APG, including by email, text message, telephone, or other electronic means, regarding APG programs, services, promotions, and related information. The Participant may revoke this communication consent at any time by providing written notice to APG. APG agrees to comply with all applicable privacy laws.

7. HEALTH & INFECTIOUS DISEASE

The Participant acknowledges that participation in group athletic activities may involve inherent risk of exposure to communicable illnesses and infectious disease, including but not limited to COVID-19 and similar conditions. No guarantee can be made regarding the prevention or spread of disease in a shared athletic environment. Any such risk is assumed by the Participant upon enrolling in or attending any APG activity.

9. EMERGENCY MEDICAL AUTHORIZATION

IN THE EVENT OF AN EMERGENCY, INJURY, OR ILLNESS DURING PARTICIPATION IN ANY APG ACTIVITY, THE PARTICIPANT AUTHORIZES APG AND ITS EMPLOYEES, COACHES, AND AGENTS TO SECURE EMERGENCY MEDICAL TREATMENT, TRANSPORTATION, AND HOSPITALIZATION ON THE PARTICIPANT'S BEHALF IF THE PARTICIPANT IS UNABLE TO DO SO. THE PARTICIPANT AGREES THAT THE RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY COSTS, DAMAGES, OR CLAIMS ARISING FROM THE PROVISION OF OR FAILURE TO PROVIDE SUCH EMERGENCY CARE. ALL COSTS ASSOCIATED WITH EMERGENCY MEDICAL TREATMENT SHALL BE THE SOLE RESPONSIBILITY OF THE PARTICIPANT.

8. SEVERABILITY

If any provision of this Agreement is found to be unenforceable or invalid under applicable law, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions of this Agreement shall remain in full force and effect.

10. ENTIRE AGREEMENT

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTICIPANT AND APG WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN AGREEMENTS, REPRESENTATIONS, WARRANTIES, AND UNDERSTANDINGS. NO MODIFICATION OF THIS AGREEMENT SHALL BE EFFECTIVE UNLESS MADE IN WRITING AND SIGNED BY BOTH PARTIES. THE PARTICIPANT ACKNOWLEDGES THAT THEY HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

ACKNOWLEDGMENT

I HAVE READ THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY AND A BINDING CONTRACT, AND I SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL. I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE ON THE DATE HEREOF, OR THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT IDENTIFIED BELOW AND HAVE AUTHORITY TO SIGN ON THEIR BEHALF. I AGREE THAT MY ELECTRONIC SIGNATURE, IF APPLICABLE, SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL HANDWRITTEN SIGNATURE UNDER THE FLORIDA UNIFORM ELECTRONIC TRANSACTION ACT AND THE FEDERAL ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT.

Participant's Printed Name: _____

Participant's Signature: _____

Date: _____

If signing on behalf of a minor:

Minor Participant's Name: _____

Parent / Guardian Signature: _____

Relationship to Minor: _____

Date: _____