

## RELEASE, WAIVER AND INDEMNITY

In consideration of Pacific Institute for Sport Excellence (PISE) granting the undersigned person access to its facilities, I hereby confirm and agree that my access is subject to the following provisions:

I hereby agree to forever waive, release any and all claims, demands, damages, costs, expenses, actions, and causes of action whether in law or equity that I may now or in the future have against PISE, its directors, officers, employees, consultants, volunteers, agents, and all persons acting under its authority and their respective heirs, executors, administrators, successors and assigns (the "Releasees") arising by any means whatsoever, including, but not limited to any claims associated with Coronavirus or COVID-19, my death, injury, damages to or loss to person or property of any kind whatsoever, arising from or in connection with my participation in the PISE facility, however caused, including but not limited to the Releasees' negligence, breach of statutory duty of care, or breach of contract; and

I agree to indemnify and hold harmless PISE, its directors, officers, employees, consultants, volunteers, agents, and all persons acting under its authority and their respective heirs, executors, administrators, successors and assigns, from any and all claims, demand, losses, causes of action, damage, lawsuits, judgments, including the full amount of all legal fees, and costs arising out of or relating to my breach of this Agreement or my negligence.

I confirm my understanding that my signature on this document creates a legally binding agreement intended to restrict my legal remedies.

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Identification: \_\_\_\_\_

Signature: \_\_\_\_\_