



ASSUMPTION OF RISK, WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

IF PARTICIPANT IS UNDER 18 YEARS OLD, A PARENT OR LEGAL GUARDIAN OF PARTICIPANT MUST ALSO SIGN THIS AGREEMENT ON PARTICIPANT'S BEHALF. THIS AGREEMENT IS IRREVOCABLE AND BINDING AS SET FORTH BELOW.

The individual named below (referred to as "I", "my" or "me") desires to participate in practicing, participating in or as a spectator of soccer games, competition, matches, or entertainment, including all other related ancillary services (including but not limited to use of the restaurant, locker room, or party facilities) (the "**Activity**") provided by Mischler Pacoima LLC, a California Corporation with offices located at 2515 Venture Oaks Suite 100, SACRAMENTO 95883, California, also known as Lab Five (the "**Company**"). As lawful consideration for being permitted by the Company to participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

1. ASSUMPTION OF RISK

I acknowledge, understand and assume the risks inherent in the Activity and understand that said Activity entails risks of serious bodily injury, disability, illness, death, and/or property damage or other harm and I am participating with full knowledge of said risks. I understand and assume the risks arising from the conditions of the location of the Activity, including the condition of any equipment or facilities and acknowledge that included within the scope of this Agreement is any action or causes of action arising from the performance of, or failure to perform, maintenance, inspection, supervision, control or security of said areas and for the failure to warn of dangerous conditions existing on or near said locations.

Soccer is a physical, contact, sport that involves the risks of injury, disability, and death, and involves strenuous and hazardous physical activity. I assume all risks and hazards associated with my participation in the Activity. I am in proper physical condition to participate in the Activity and have no illness, disease or existing injury or physical defect that would be aggravated by my participation. I acknowledge and represent that: (1) I shall at all times follow all the rules and regulations for the Activity, as may be established or modified by Company; (2) I shall not consume or be under the influence of any alcohol or drugs at any time while participating in the Activity; and (3) I have fully read and understands each of the provisions of this Agreement, and prior to signing this Agreement had the opportunity to consult with an attorney. I further acknowledge that this risk inherit in the Activity may involve unforeseen consequences, including those which may be due to the unavailability of immediate emergency medical care. I understand that the Activity may not be supervised and that the Company does not provide medical services. I further acknowledge that any injury I may sustain in relation to the Activity may be compounded by negligent or delayed medical service. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF AND PARTICPATION OF ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.



RELEASE FROM LIABILITY

I hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever discharge and release the Company and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives ("Released Parties") from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, illness, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my performance or other's performance of the Activity, whether caused by the negligence of the Company or any of the Released Parties or by any other reason. I acknowledge and agree that this Waiver is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while participating in the Activity and/or on Company's premises.

COVENANT NOT TO SUE

I hereby knowingly and voluntarily waive, release, forever discharge and agree not to sue the Company and its partners or leaseholders, including, without limitation, each of their respective affiliated entities, parent companies, agents, attorneys, assigns, representatives, partners, officers, elected officials, employees, and personnel (collectively, "**Releasees**") from and with respect to any and all actions, causes of action, claims, demands, obligations, liabilities, losses, costs or expenses for, without limitation, personal injury, disability, property damage, illness or wrongful death arising out of my participation in the Activity or any activities incidental thereto, wherever or however the injury or death or damage may occur, whether the same shall arise by the negligence of any of Releasees or otherwise, that may be made by me, or my parent(s) or legal guardian(s), family members, estate, heirs, assigns, personal representatives, next of kin, or spouse (together, "**My Representatives**"). **IT IS THEREFORE MY INTENTION TO EXEMPT AND RELIEVE RELEASEES FROM ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR PERSONAL INJURY, DISABILITY, PROPERTY DAMAGE, OR DEATH, INCLUDING, WITHOUT LIMITATION, THAT CAUSED BY RELEASEES' ACTUAL OR ALLEGED NEGLIGENCE.**

INDEMNIFICATION

I agree, on behalf of myself and My Representatives, that I or My Representatives shall indemnify and hold harmless Releasees in the event any claims, demands, causes of action, obligations, liabilities, damages, losses, injuries, costs, expenses, and attorney's fees for, including but not limited to, any claim for my personal injury, disability, property damage or wrongful death arising out of my participation in the Activity, including alleged acts of negligence by Releasees, shall be prosecuted against Releasees. Further, it is agreed that the foregoing indemnity and agreement to hold harmless does not require the Releasees to have made payment to a third party claimant as a condition precedent to recovery of the indemnity granted pursuant to this paragraph.



RESPONSIBILITY FOR PERSONAL PROPERTY

I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto the Company's premises and that the Company will not be responsible for or provide any security for my property and personal belongings.

2. APPLICABLE LAW/JURISDICTION

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Los Angeles, and I hereby irrevocably consent to the exclusive jurisdiction of such courts.

3. CLASS ACTION WAIVER

LITIGATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR THE COMPANY MAY JOIN OR CONSOLIDATE CLAIMS AND/OR LITIGATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS.

4. APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be of no force and effect, but the enforceability of all other provisions of this agreement shall be unimpaired.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND AM AWARE THAT IT CONTAINS A WAIVER AND RELEASE OF LIABILITY, AND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I AM FULLY AWARE OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATION IN THE ACTIVITY. I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL AND INTEND FOR MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I HAVE READ AND VOLUNTARILY SIGN THIS AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATION, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.



By signing this form, I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby.

Signed:

Printed Name:

Address:

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent in all respects to the terms and conditions of this Publicity Waiver and Release and agree that both the minor and I shall be bound by all of its terms and conditions.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____



MODEL RELEASE

Shoot Date: _____

Model Name: _____

Production Description: _____

1. I am at least 18 years of age.
2. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby irrevocably grant to Soccer Center LLC., and its successors, licensees and assigns, and their respective licensees, advertising agencies, promotion agencies, and fulfillment agencies, and the employees, officers, directors, and agents of each and all of them (collectively, "**Soccer Center LLC**") the irrevocable, worldwide, perpetual, royalty-free, and fully paid up right to display, publish, distribute, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use my name, image, likeness, appearance, and other personal characteristics and private information, and all materials created by or on behalf of Soccer Center LLC that incorporate any of the foregoing (collectively, the "**Materials**"), throughout the universe, in perpetuity, in any and all media and/or format whatsoever now existing or hereafter created, including but not limited to, in and on magazines, brochures and other print publications, electronic, magnetic, and optical media, motion pictures, television broadcast, cablecast, and satellite, home video and video on demand, radio broadcasts, display, point-of-sale, and other advertising and promotional materials, press releases, the internet and other digital transmission or delivery methods, mobile applications, on any platform and for any purpose, including but not limited to advertising, public relations, publicity, packaging, and promotion of Soccer Center LLC and its affiliates and their businesses, products, and services. I hereby waive any rights, whether present or future, that I may have to inspect and/or approve Soccer Center LLC' usage of the Materials and all moral rights thereto. Soccer Center LLC may edit the Materials as it sees fit. Soccer Center LLC shall have all right, title and interest in any and all results and proceeds from its usage of the Materials. Soccer Center LLC is not obliged to make any use of the Materials or exercise any of the rights granted it by this Release. Soccer Center LLC is not obliged to let me know if and when any of the Materials will be published.
3. Soccer Center LLC shall be the exclusive owner of all rights, including copyright, in the Materials. I hereby irrevocably transfer, assign, and otherwise convey to Soccer Center LLC my entire right, title, and interest, if any, in and to the Materials and all copyrights and other intellectual property rights in the Materials arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such copyrights against infringers. I acknowledge and agree that I have no right to review or approve Materials before they are used by Soccer Center LLC, and that Soccer Center LLC has no



liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from Soccer Center LLC's editing, alteration, or use of the Materials, or Soccer Center LLC's presentation of me. Any credit or other acknowledgment of me, if any, shall be determined by Soccer Center LLC in Soccer Center LLC's sole discretion. Soccer Center LLC has no obligation to create or use the Materials or to exercise any rights given by this Agreement.

4. To the fullest extent permitted by applicable law, I hereby irrevocably and in perpetuity waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "**Claims**") arising directly or indirectly from the Authorized Persons' exercise of their rights under this Agreement or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials, and whether resulting in whole or in part by the negligence of Soccer Center LLC or any other person, covenant not to make or bring any such Claim against Soccer Center LLC, and forever release and discharge Soccer Center LLC from liability under such Claims. I understand that Soccer Center LLC is relying on this Agreement and will incur significant expense in reliance on this Agreement, and I agree that this Agreement cannot be terminated, rescinded, or modified, in whole or in part. I have been made aware of, and understand, the provisions of California Civil Code Section 1542 ("Section 1542"), which provides: "**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASEE.**" I expressly, knowingly, and intentionally waive any and all rights, benefits, and protections of Section 1542 and of any other state or federal statute or common law principle limiting the scope of a general release.

5. I represent and warrant to Soccer Center LLC that I have full right, power, and authority to enter into this Agreement and grant the rights hereunder. I further represent and warrant to Soccer Center LLC that I will provide only true and correct statements and other information in connection with this Agreement, and Soccer Center LLC' use of the Materials and the rights and license granted hereunder do not, and will not, violate any right (including without limitation copyright, trademark, trade secret, right to privacy, or right of publicity) of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from, or any payment to, any third party is required in connection herewith. I agree to release, discharge and agree to indemnify and hold harmless Soccer Center LLC from and against any and all claims, actions, causes of action, liabilities, judgments, damages, losses, costs



and expenses of every type (including attorneys' fees and court/filing charges) to which Soccer Center LLC may be subject as a result of or in any way related to my breach or alleged breach of this Agreement and/or any of the foregoing representations and warranties and/or the use of the Materials by Soccer Center LLC, including, without limitation, any claim for violation, infringement or invasion of any copyright, trademark right, service mark right, trade secret, privacy or publicity right, defamation, or any other intellectual property, proprietary, personal, common law or statutory right whatsoever that I now have or hereafter may have, or that any third party now has or hereafter may have, arising out of or relating to any such use of the Materials.

6. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. I have not relied on any statement, representation, warranty, or agreement of Soccer Center LLC or of any other person on Soccer Center LLC's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Soccer Center LLC may assign this Agreement and its rights hereunder, in whole or in part, to any party. This Agreement is binding on and inures to my benefit and the benefit of Soccer Center LLC and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

7. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Los Angeles, and I hereby irrevocably consent to the exclusive jurisdiction of such courts.

LITIGATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR THE COMPANY MAY JOIN OR CONSOLIDATE CLAIMS AND/OR LITIGATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS.



THIS AGREEMENT PROVIDES SOCCER CENTER LLC WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING SOCCER CENTER LLC TO PUBLICIZE AND COMMERCIALY EXPLOIT YOUR NAME, LIKENESS, AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT ABOVE. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SOCCER CENTER LLC.

Signed:

Printed Name:

Address:

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent in all respects to the terms and conditions of this Publicity Waiver and Release and agree that both the minor and I shall be bound by all of its terms and conditions.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____