



Revolutionize The Game LLC

WAIVER AND RELEASE OF LIABILITY

I hereby agree that in order to be eligible to participate in any way in the programs, activities, products or any offering of Revolutionize The Game (The "Company"), I, for myself, my heirs, personal representatives or assigns, **do hereby forever release, waive, discharge, and covenant not to sue, without limitation,** the Company or any of its subsidiaries, heirs partners, independent contractors or assigns (collectively the "Company"), from liability for, without limitation, any and all claims resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, participation in the Exercise and Health Program or any other programs or products offered by the Company (**Initials**_____).

I further hereby agree to release and hold the Exercise and Health Program harmless from, and assume all responsibility for, all claims, demands, injuries, damages, actions or causes of action to persons or property, arising out of or in connection with participating in any baseball practice/games, softball practice/games, speed & agility, running, fielding, camps, pitching, batting, catching, hereinafter referred to as (the "Activity") and my use of the Exercise and Health Program, risk of injury while premises, or services, regardless of the physical location of where the services are provided, private or public property, including, without limitation, sports fields, courts, or similar sport facilities, parking lots, lobbies, hallways, exercise areas, locker rooms, steam rooms, pool areas, whirlpools, saunas, showers and dressing rooms (collectively the "Facilities").

I hereby represent that: [a] I am in good physical condition and have not been advised by any physician, nor am I aware of any disabilities, that would impede, limit or inhibit the use of Health Program' Facilities and/or equipment without injuring myself or impairing my health; [b] I have consulted my primary care physician(s) and/or any physician specialist(s) that I consult regarding my health (collectively "Physicians") concerning an exercise program; and [c] I have disclosed to my Physicians the activities that I will undertake in working with I hereby represent that: I have disclosed the restriction(s) in writing in Attachment A which is made a part hereof and incorporated herein and provided any updates in the Attachment A.

I understand and acknowledge that, if I decide to participate in exercise activities and use any exercise equipment or machinery without the approval and/or knowledge of my Physicians, I assume all responsibility for my participation and activities without any exception. I hereby represent that:

List Parties, including Parents or Legal Guardians

First and Last Name Participating

Legal Guardian or Parent Name

Insurance

No Workers' Compensation or health insurance coverage shall be provided.

I certify that I have sufficient life, health, accident and/or disability insurance to cover any injury or damage I may cause or suffer while participating in the above-mentioned activities, in any form or location/venue, or else I agree to bear the costs of such injury or damage myself.

Safety Standards, Rules and Regulations

Safety is our top priority while training athletes and non-athletes. Anyone participating in training will need to have their own equipment or have access to exercise equipment that is within regulations of their sport or athletic training.

All athletes and non-athletes must warmup with a instructors and coaches. Warmups are mandatory. If athletes or non-athletes refuse to do the warmups, they will not be able to participate in the training session. If a participant is hurt, they must notify the instructor or coach immediately. Anyone participating in the training must listen and obey the commands of the trainer or instructor. Failure to do so will result in removal from the training session and **no refund** will be issued. If the participant participates while they are hurt and does not notify any of the sport performance staff members, the Company shall not be liable to the participant, the parent or guardian.

Parents/ legal guardians are responsible for providing their athletes/participants with any medical device such as inhaler, epi pen, and other medical prescriptions and advising the staff of any needed or possible need for medical prescriptions or treatment in writing.

Damage to Sports Property

Any spectator, parents, legal guardian, athletes, non-athletes who enter the training area and damage any equipment of the sport performance department **will be issued a bill for buying/replacing/fixing the damaged property.** Damaging training equipment include, without limitation, recoil bands, all models of the VertiMax, boys'/girls' lacrosse sticks, baseball/softball bats, baseball/softball batting/fielding gloves, baseballs/softballs automatic machines, footballs, soccer balls, tennis balls, agility ladders, agility cones, resistance bands, weights for weight training, weight racks, barbells, rubber/plastic weights, turf/grass field, sand pit, treadmill, all weighted medicine balls.

COVID-19 Warning

Under Georgia law, there is no liability for an injury or death of an individual entering these premises if such injury or death results from the inherent risks of contracting COVID-19. You are assuming this risk by entering these premises.

Any person entering the premises waives all civil liability against this premises owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings, except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises.

Behavior/Conduct

Revolutionize The Game has a ZERO tolerance policy regarding bullying of any kind, including, without limitation, using social media. Everyone participating is expected to encourage each other to help improve their sport, exercise, health and their personal goals. All the athletes and non-athletes are expected to show respect and listen to the exercise and health coach.

Fees, General Terms and Conditions

All fees are to be paid in United States Dollars (USD).

1 Month Personal Exercise and Health Training Program

The Health and Exercise department of Revolutionize The Game will create and design customized workout programs to help improve your overall health. Exercising has shown to not only improve your health, but also improve your mood! We can also design a program to improve your strength, power, speed, agility, plyometrics, and more! Revolutionize The Game Exercise and health service is available for anyone who not only wants to improve their health but also in athletics. If you have a body, then you can exercise! Having trouble with coming up with a plan for the gym? no problem! Revolutionize The Game can create a workout program for the gym. Don't have enough time for the gym? Revolutionize The Game can create a home workout program just for you! Right now, we offer a 1-month customized workout program that will fit your needs, desires, and goals.

The 1-month personal exercise and health training program price is \$50.00.

In person training is available!

Private 1 on 1 training

Private 1 on 1 training includes 1 hour of high intensity speed, agility, balancing, plyometric, flexibility strength, conditioning for athletes and non-athletes. Any additional hours will need to be discussed with the assigned sport performance trainer. One on one training is the most effective way for athletes and non-athlete to improve and achieve their goals faster. 1 on 1 training allows the sport performance coach to assess and create a plan to serve the needs of the athletes and non-athletes. Prices for 1 on 1 training are sold in single lesson or packages/ pre-paid services. Packages allow the sport performance coach to make the correct workout program. **One lesson is \$50.00. Package prices are 4 packages of lessons at \$180.00, and 10 packages of lessons at \$400.00.**

Private Semi-Group Training (2-6 participants)

Private semi-group training includes 1 hour of high intensity speed, agility, balancing, plyometric, flexibility, strength, conditioning for athletes and non-athletes. Any additional hours will need to be discussed with the assigned sport performance trainer. Private semi-group training allows for participants to bring in a friend, family member, significant other, and 2-6 teammates for a 1-hour long training session. Private semi-group allows for a healthy and controlled environment for

competition between the participants. The participants also allowed to enough their workout partners in their group to further their own growth not as an athlete but also a human being. Prices for semi-group Training are sold in packages or pre-paid services. Packages allow the sport performance coach to make the correct workout program to fit the needs of all participants. **One lesson is \$40.00. Package prices are 4 packages of lessons at \$140.00, and 10 packages of lessons at \$300.00.**

Team Training

Private team training will include 1 hour of high intensity speed, agility, balancing, plyometric, flexibility, strength, conditioning for athletes. Any additional hours will need to be discussed with the assigned sport performance trainer. Private team training allows for a healthy and controlled environment for competition between the participants. **The price for team training is \$25 per athlete for 1 hour.**

Credit cards/fees

Point of Sale with Wix

A processing fee is a fee charged for every payment you receive through Wix Payments. Similar to any other payment provider, Wix Payments charges this fee for the processing of funds to your account.

Processing Fee

USA: 2.9% of the transaction amount + 0.30 USD

Revolutionize The Game has a fully verified Wix Website and account at revolutionize-the-game.com.

Point of Sale with Square

Square's standard processing fee is 2.6% + 10¢ for contactless payments, swiped or inserted chip cards, and swiped magstripe cards. Payments that are manually keyed-in, processed using Card on File, or manually entered using Virtual Terminal have a 3.5% + 15¢ fee. Invoices cost 2.9% + 30¢ or 3.5% + 15¢ if processed using Card on File.

Dishonored payments

If a dishonored payment is to occur, you will have 15 days to pay the health and exercise department, or your training program will be terminated.

Paid in Full Policy

All personal exercise and health training plans will be paid in full. Failure to pay will result in terminating the 1-month personal exercising and training program, private 1 on 1 training, private semi-group training (2-6 participants), and **team** training.

No Injury/Any Restrictions -List or Restrictions

Ages allowed to participate in a 1-month personal health and exercise training program, private 1 on 1 training, private semi-group training (2-6 participants), and team training. Middle Childhood (6 - 8), Late Childhood (9 - 12), Adolescents (12 - 20), Early Adulthood through Late Adult Hood, (20 - 80+).

Refund Policy (Quit or Injury)

Refunds are issued to those who are seriously or terminally ill or have contracted an illness or injury that keeps them from participating in their 1-month personal exercise and health training program or, activities, products or any offering of Revolutionize The Game. Client also have the option of maintaining a credit for unused payments and use the credit upon return to training after providing a written release from their physician. Failure to notify the exercise and health department will result in no refund. Failure to stick with the 1-month personal exercise and health training program will result in no refund. Failure to not show up for your scheduled lesson/s or activities will result in no refund.

Cancellation Policy

Canceling a lesson must be within 24 hours of the schedule time. Failure to notify the coach, exercise and health coach, sport performance trainer, or the front office will result in the customer being charged to cover the cost of the staff member for the one-hour time slot.

Indemnification and Hold Harmless

I also agree to INDEMNIFY AND HOLD HARMLESS the Departments of Revolutionize The Game, owners, volunteers, employees, heirs, assigns, partners and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in Revolutionize The Game’s Departments and to reimburse them for any such expense incurred (**Initials_____**).

Severability

The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Georgia that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect (**Initials_____**)

Media Release/Consent

I authorize Revolutionize The Game, and the Exercise and Health Department and or parties designated by Revolutionize The Game to use my photo and videos for sale or reproduction in any manner Revolutionize The Game desires for advertising, display, audio-visual, exhibition or editorial use (**Initials_____**).

Emergency Contact Information

Primary Contact

Name: _____
Phone Number: _____
Additional Phone Number: _____
E-mail address: _____

Relationship to Client: _____

Alternate Contact

Name: _____

Phone Number: _____

Additional Phone Number: _____

E-mail address: _____

Relationship to Client: _____

Acknowledgement of Understanding

I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms without inducement, **and understand that I am giving up sustainable rights, including my right to bring legal action of any kind.** I acknowledge that I am signing the Agreement freely and voluntarily and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

I represent that I am at least 18 years of age or are the Parent or Legal Guardian of a child under the age of 18 years of age and have read and understand the foregoing statement and am competent to execute this Agreement.

Print Name

Signature

Date

Parent/ Legal Guardian Name

Signature

Date