

PURA VIDA ELITE TRAINING WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to attend and participate in programs with Pura Vida Elite Training ("PV") and for my child(ren) listed above to participate for any purpose, including but not limited to, practice, fitness, scrimmages and games. The undersigned, on behalf of herself or himself and such participating children and any personal representatives (Adult/Guardian) will hereinafter be referred to as "the undersigned". The undersigned agrees and represents that she or he has carefully considered such premises, equipment and facilities used by PV and that the undersigned finds and accept same as being safe. An example of facilities, but not limited to, is Pamela Park, Edina. The undersigned also finds and accepts that soccer is a contact sport, that their children assume this risk.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in Minnesota. In accordance with the most recent guidance and protocols issued by the Minnesota Department of health, the CDC and the World Health Organization, for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall attend any PV function within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to attending any PV function, on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or attend any PV function if she or he (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify PV immediately if she or he believes that any of the foregoing applies to their children.

PV has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the use and restrictions set forth above. The undersigned acknowledges and agrees that PV may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with PV's revised procedures prior to attending any PV function/activity. The undersigned fully understands and appreciates both the known and potential dangers of participating in attending PV functions/activities, and acknowledges that the participation thereof by the undersigned and/or such participating children may, despite PV's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF ATTENDING ANY PV FUNTION INCLUDING, BUT NOT LIMITED TO TRAINING, FITNESS SESSIONS, SCRIMMAGES, AND/OR GAMES, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE PV, its directors, officers, employees, volunteers, coaches and agents from all liability to the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of PV or otherwise while the undersigned or such participating children are a part of PV functions.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS PV, its directors, officers, employees, volunteers, coaches and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any participating child are a part of PV functions. The undersigned understands and agrees that PV is not

required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, while participating in PV functions.

The undersigned agrees and acknowledges that participating in PV functions/activities may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while participating in PV functions/activities. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasee and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing assumption of risk, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota and that if any portion thereof is held invalid, it is agreed that that balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OR LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATION, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM PV IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY PV PROGRAMMED FUNCTION/ACTIVITY AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF A MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO PV THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.