



WAIVER, RELEASE, AND PERMISSION AGREEMENT

In consideration for my participation in the services (services include but are not limited to programs, lessons, teams, camps, clinics, events, rentals, tournaments) offered by All Star Sports Academy (“ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES”) and/or ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES Subsidiaries and Affiliates.

Subsidiaries and Affiliates. As used herein, the term “subsidiary” shall mean any corporation or other business entity controlled directly or indirectly by ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES, and the term “affiliate” shall mean and include any corporation or other business entity directly or indirectly controlling, controlled by or under common control with ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES.

I agree to:

(1) All ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES’s Policies and Procedures available at: <https://allstarbaseballacademy.com/about/policies/> and,

(2) All permissions, waivers and policies found in this “WAIVER, RELEASE, AND PERMISSION, AGREEMENT.”

AGREEMENT:

Travel and Trips - Members permits Myself and/or player(s) to leave the ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES on authorized trips or games under the supervision of the ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES staff.

Personal Items and Damage Assessment - Members understand that the ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES is not responsible for any personal items damaged, lost or stolen at its services or at its facility. If Members causes damage to property belonging to the ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES or the property of another individual due to negligence, misuse or unsanctioned activity or behaviors, the ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES reserves the right to charge a damage repair assessment fee to Members.

Emergency – Member agrees that in the event of an emergency in which the parent/guardian/coach or listed emergency contacts of Myself and/or player(s) cannot be reached, the ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES will contact emergency medical personnel and, pending their arrival, take actions that are in ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES judgement to be in the best interests of myself and/or player(s).

PLEASE READ CAREFULLY. THE ITEMS BELOW AFFECTS YOUR LEGAL RIGHTS AND THOSE OF MINORS. IT IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU AS A MEMBER, RELEASE ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES AND RELATED PERSONS/ENTITIES FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS.

Photography and Audio - Members hereby grant ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES and its agents and assigns, the right and permission to use, publish and reproduce the photographs, video or audio taken of Members, including all reproductions thereof in all forms and media, now known or hereafter devised, (here in after “Likeness”) for editorial, trade, advertising, and any other purpose and in any manner, and to copyright the same. Members agree that the ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES has complete ownership of Likeness. Members acknowledge that they will not receive any compensation or remuneration for the use of Likeness. Members hereby release and discharge ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES and its agents and assigns from any and all claims and demands arising out of or in connection with the use of Likeness, including without limitation claims of defamation or invasion of privacy, or of infringement of moral rights or rights of publicity or copyright.

Communication – Members hereby waive, release and discharge ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES of and from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any outreach and communication activities that ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES may engage in. Members understand that ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES may send communications and materials, such as emails, newsletters, or other promotional materials. Members hereby give consent to receive such communications. Members may opt out by contacting: marketing@allstarbaseballacademy.com

Assumption of Risk - Members acknowledge and agree that any use of ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES facilities, services, equipment, and premises and any participation in ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES services and activities comes with inherent risks. These include but are not limited to: (1) personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease. Members voluntarily accept and assume full responsibility for these risks. Member voluntarily accept and assume full responsibility for all other risks of facilities use and services participation. Member acknowledges the inherit risk of service and is not relying on all such risks being described in this document.

Waiver, Release, Indemnification & Covenant Not to Sue - Members agree ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES will not be liable for any personal injury, property damage, disability, death, sickness, or disease incurred by Members, its family members, dependents, or guests, however occurring, or regardless of ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES's negligence.

Members agree to waive any liability arising out of any actual, alleged, or threatened infectious, pathogenic, toxic, or other harmful properties of any "organic pathogen". This includes, but is not limited to bacteria, viruses, or other pathogens, whether or not a microorganism. This waiver applies no matter if such "organic pathogen" results from a local, state-wide, national, or global outbreak, epidemic, pandemic, or unknown cause.

Members further agrees to release and HEREBY DOES RELEASE, WAIVE AND COVENANT NOT TO SUE ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES from any causes of action, claims, suits, liabilities, or demands of any nature. These include, but are in no way limited to, claims of negligence, which Members may have, now or in the future, against ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES because of personal injury, property damage, disability, death, sickness, disease, or accident of any kind, arising out of, connected with, or in any way related to facilities use or services participation. This release on behalf of Members applies however the injury or damage occurs, including, but not limited to, the negligence of ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES, and will apply whether participation is supervised or unsupervised.

Force Majeure – ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES services and facility use is subject to act of God, government authority, curtailment of transportation, disaster, widespread illness, including epidemic and pandemic events, and other emergencies, any of which make it illegal, impossible, or commercially impracticable, for the ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES to perform its obligations.

WAIVER SIGNATURE AND AGREEMENTS

I have read, understand, and agree with all the WAIVER, RELEASE, AND PERMISSION as stated in this document and ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES's Policies and Procedures found on the ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES website.

I understand that the ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES has the authority to revoke any right to participate in ASSA AND/OR ASSA SUBSIDIARIES AND AFFILIATES services or to enter its facilities for any violation or policies or procedure.

I hereby certify and represent that I have the authority to execute this Agreement on behalf of Myself and/or player(s).

I may choose to consult with an attorney regarding the terms of this waiver.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Electronic Signature. The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Pennsylvania, New Jersey and Federal law governing electronic signatures. I agree that to the extent I sign electronically, my electronic signature is the legally binding equivalent to my handwritten signature. Whenever I execute an electronic signature, it has the same validity and meaning as my handwritten signature. I will not, at any time in the

future, repudiate the meaning of my electronic signature or claim that their electronic signature is not legally binding. I agree not to object to the admissibility of this Agreement as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. I will immediately request that my electronic signature be revoked in writing if I discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. I understand that I may also request revocation at any time of my electronic signature for any other reason in writing. If I would like a paper copy of this Agreement, I may request a copy from the other party.