RELEASE AND WAIVER: In consideration of my desire to use, today and on all future dates, the property, facilities, staff, equipment and services of Southlake Beach/Pace residence. I, for myself, my heirs, personal representatives or assigns, do hereby forever release, waive, discharge, hold harmless, and covenant not to sue Southlake Beach/Paces their respective successors and assigns, and their respective, directors, officers, employees, contractors, and agents ("RELEASED PARTIES") from any and all liability, claims and demands which I or my heirs, assigns, next of kin, or legal representatives may have or which may ever accrue with respect to any bodily injury, personal injury, illness, exposure or potential exposure to the COVID-19 (Coronavirus), death or property damage which arise or may hereinafter arise from or is in any way related to Activities, ("Activities" is defined as participation in classes, on teams, activities with staff, observation, and use of the RELEASED PARTIES' staff, facilities, premises and equipment), with any of the Released Parties, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, FAULT, OR OTHER MISCONDUCT, OTHER THAN INTENTIONAL OR GROSSLY NEGLIGENT CONDUCT, OF ANY OF THE RELEASED PARTIES. Assumption of Risks: I understand that this use of RELEASED PARTIES' property, facilities, staff, equipment, and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. RELEASED PARTIES have facilities for and provides for activities such as social events, community outreach, clinics, classes, camps, and tournaments. Some of these involve situations, environments, or activities that may lead to illness, physical injuries, and psychological stress or damaging catastrophic injuries including paralysis and death.

• I acknowledge and understand that it is my personal responsibility to make good decisions and not to participate in any Activities if I am in any of the high-risk categories as identified by the Center for Disease Control and Prevention ("CDC") to contract and become ill, and potentially seriously ill, from COVID_19, or to spread the corona virus to others. I understand and acknowledge that it is my personal responsibility to make good decisions and not to participate in any Activities if I have been ill or have any of the symptoms of COVID-19. I understand and acknowledge that SB/Paces and their representatives have the right to ask me to leave any Activities if they have a good faith belief that I am in violation of this Agreement or they believe I may be jeopardizing the health or safety of others.

• I also acknowledge and understand social gatherings and in-person contact with people who are not in my household should be minimized, due to the substantial risks to the public. I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by RELEASED PARTIES. I hereby assert that my participation is voluntary and that I knowingly assume all such risks and release the RELEASED PARTIES from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the activities.

** Indemnification and Hold Harmless: Participant and Participant's family agree to PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES, their employees, officers, directors, agents, successors and assign, from and against any claim, demand, action, cause of action, or lawsuit, and any liability, cost, expense, damage, or loss, including court costs and attorney's fees, for claims against Participant and/or the RELEASED PARTIES that arise from or are alleged to arise from use by Participant and its players, employees, patrons, invitee, and guests of the Facility or the acts or omissions of Participant and its players, employees, patrons, invitees, and guests, including the negligence of any such person, regardless if RELEASED PARTIES, or its employees, officers, directors, contractors, agents, successors and assigns, are wholly or partly negligent ("liabilities"). 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 Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. 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. Without limiting the scope or effect my agreement hereto, I hereby further acknowledge and agree that I will be deemed to have ratified and confirmed the terms of this waiver of liability, assumption of risk, and indemnity agreement each time that I, or any participant with respect to whom I am executing this waiver of liability, assumption of risk and indemnity agreement, participate(s) in any Activities, including, without limitation, entering into or otherwise using the RELEASED PARTIES' staff, facilities, premises or equipment. Important: If the participant is less than 18 years of age, all parents or guardians must also sign this Release and Waiver of Liability. If only one parent or guardian executes this Release on behalf of a Participant who is under 18 years of age, then the undersigned parent or guardian of the Participant hereby covenants, warrants, represents and agrees that he or she is executing this Release on behalf of and as an agent for, any other individual who may be a parent or guardian of the Participant, and that by executing this Release, the undersigned is binding himself/herself, the Participant, and any other parent or guardian of the Participant, and all of their heirs, executors, per al representatives, assigns and estates to this Release. Electronic Signature Consent: By agreeing here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By agreeing here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes if necessary.

Athlete: _____

Parent: _____ _____
Printed Name (Parent/guardian if younger than 18) (Signature)

Date: _____