

Elevate Yourself, LLC

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

I. I acknowledge that I understand the nature of volleyball, jump training, and all other sports and athletic related activities, and am qualified, in good health, and in proper physical condition to participate in such activity.

II. I fully understand that the risks of participating in sports and athletic training activities may include common athletic injuries, such as sprain ankle, hyperextension, and tendinitis, and are not a direct cause of sports and athletic training instruction and activity.

III. I authorize Donald Hui, and any other associated instructors or trainers, to act on my behalf according to their best judgment in any emergency requiring medical attention. I hereby release Mission San Jose High School, Fremont Unified School District, One World CrossFit, and other facilities used during training and sports activity of all liability.

IV. I acknowledge that I will receive no refund for injury or illness during training.

V. I acknowledge that the behavior by my child or myself deemed egregiously disruptive, disrespectful, or inappropriate in the judgment of the instructors may result in dismissal from training without refund.

VI. I acknowledge that the nutritional and physical health information provided Donald Hui gives helpful suggestions to the best of his knowledge, and are not intended to replace medical advice. I follow Donald Hui's nutritional and health information at my own risk.

VII. I permit Donald Hui and associates to take audio recordings, photographs, and video footage of my child or me during training, and to use them for all purposes related to Elevate Yourself, which includes but is not limited to instructional videos, promotional materials, and YouTube channel. I release all rights to the photographs and/or video footage taken during the Elevate Yourself activities.

VIII. I will give Donald Hui 24 hour notice prior to canceling and postponing a training session that was agreed upon in advance. I acknowledge that I will not receive a refund if cancellation or postponement is given under 24 hours notice.

IX. GOVERNING LAW.

- (a) Choice of Law. The laws of the state of California govern this agreement (without giving effect to its conflicts of law principles).
- (b) Choice of Forum. Both parties consent to the personal jurisdiction of the state and federal courts in Alameda County, California.
- (c) **Attorneys' Fees.** If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in [insert the desired place of arbitration] before [one/three] arbitrator(s). The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures [and in accordance with the Expedited Procedures in those Rules] [or pursuant to JAMS' Streamlined Arbitration Rules and Procedures]. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

I am the legal guardian of the sports and athletic training participant or am 18 years of age or older. I understand and agree to the above statements described in "ELEVATE YOURSELF: RELEASE AND WAIVER OF LIABILITY" document by printing and signing below:

PRINT _____ SIGN _____ DATE _____

PARTICIPANT NAME _____ PARENT NAME _____

EMAIL ADDRESS _____ EMAIL ADDRESS _____

PHONE NUMBER _____ PHONE NUMBER _____