EXACT Sports Waiver

I enter into this release and waiver of liability in connection with participating in any activity, event, or trip (collectively, "Activity" or "Activities") associated with EXACT Sport LLC, Student Athlete Scholars LLC, and/or All State Game LLC (both referred to here as "EXACT").

I alone assume all risks associated with being on, entering, or exiting a premises operated by EXACT, from training, competing, and with participating in any EXACT Activity. I understand that the undersigned and/or the associated minor child will be participating in strenuous athletic activity with EXACT. The risks of these Activities include but are not limited to the following:

From running into another player or them running into me; slipping or tripping; uneven surfaces / fields; dehydration; slide tackling or other rough play; sudden weather changes; from the negligence of other athletes whether with EXACT or not; overexertion; from repetitive, explosive jumping; alleged negligent instruction, training or hiring; from equipment (including but not limited to the sudden, unforeseen malfunctioning of any equipment); concussions; from an allergic or chemical reaction to any agent and/or cleaner of the equipment; or from the contraction of any illness, disease, condition, or infection from these Activities or from other participants. I acknowledge that these injuries could be psychological, emotional, or physical and that they could be minor or significant (including death).

While many sports carry some inherent risk, soccer and football have an especially high risk of head injury from contact with the ball, another player, the ground, or from tackling/concussions. For those participating in the football and soccer programs, by signing this Agreement, you are acknowledging that you understand the risks inherent to the games of football and soccer including for repeated head injuries (Chronic Traumatic Encephalopathy "CTE").

I acknowledge that while EXACT endeavors to have medical staff and/or trainers at every Activity, EXACT cannot guarantee that medical staff or a trainer will be on site at every event. The undersigned accepts all associated risks from possible delayed medical care.

The Undersigned authorizes EXACT to provide or obtain basic first aid to or for the Participant in the event of illness, injury, or medical emergency during any Activity. The Undersigned understands and acknowledges that EXACT staff are not medically trained and are not healthcare professionals.

Participant further authorizes EXACT to assist with or administer medication (including over-the-counter or prescribed medications) as requested or required, understanding that such assistance is provided solely as a courtesy and not by medical professionals. Participant assumes all risks associated with such care and agrees to release, indemnify, and hold harmless EXACT from any and all liability arising out of or related to the provision or failure to provide first aid or assistance with medication.

The Participant acknowledges that it remains their sole responsibility to ensure that the Participant has access to necessary medication, is capable of self-administration where appropriate, and that any medical needs are clearly communicated to EXACT in advance of any Activity.

I represent and warrant that I am physically fit and have no medical condition or medical history which would prevent my full participation in the Activities. It is my responsibility to consult with a physician prior to and regarding my participation in EXACT's Activities. If I am suffering from any relevant medical condition, it is my responsibility to inform EXACT in writing before participating in any Activity. I hereby consent on behalf of myself and the associated minor to receive medical treatment that may be deemed advisable in the event of injury, accident, or illness during this Activity.

EXACT administers optional Behavioral and Cognitive Assessments (including but not limited to the "Assessment of Mental Performance" (AMP). The Undersigned agrees that EXACT cannot be sued for its administration of these assessments or for the Undersigned's results.

I agree not to hold EXACT Sport LLC, Student Athlete Scholars LLC, All State Game LLC or their employees, directors, agents, sub-contractors, affiliates, event sponsors, event volunteers, or insurers (i.e. the "Released Parties") liable in any respect for negligence stemming from any injury or death from or related to any of the aforementioned Activities or risks enumerated in this agreement of which I have explicitly been made aware and for which I have assumed sole legal responsibility.

The undersigned expressly agree to follow all rules outlined by EXACT, its staff, and the Released parties including but not limited to rules prohibiting alcohol and drug use and compliance with all provided rules including but not limited to EXACT's Athlete Code of Conduct. **The undersigned expressly agree not to sue the Released parties for alleged negligent supervision or entrustment**.

I understand that the Released Parties are not responsible for any loss of personal property. I further understand that by participating in these Activities with EXACT, that I consent to be depicted in photographs and video for marketing purposes.

EXACT will not be held liable for any data breach caused by a third-party service provider that is not within EXACT's direct control or scope of security measures. The participant acknowledges that EXACT has taken reasonable measures to protect the data provided, but EXACT cannot guarantee absolute security. The undersigned agrees to indemnify and hold harmless EXACT from any claims, damages, losses, or expenses arising from a third-party data breach, except to the extent such breach is a direct result of EXACT's willful or reckless misconduct.

EXACT is not liable for any cancellation, delay, or failure to perform due to causes beyond its reasonable control including but not limited to natural disasters, weather, pandemic, public health emergencies, war, acts of terrorism, civil unrest, strikes, facility or venue closures, travel delays or similar events. In the event of any cancellation, delay or failure to perform for such reasons, EXACT, in its sole discretion, will reschedule or modify the event to be as closely conforming as reasonably possible.

Some EXACT Activities involve travel. For those Activities, to the extent applicable, I understand that it is solely my responsibility to obtain all necessary passports, travel visas/documents and to comply with all applicable laws and travel guidelines for the countries/regions of any trip with EXACT. EXACT makes no express or implied warranties of any kind concerning the

accommodations on this trip (including housing, food, or facilities) or of the safety of any particular area.

By signing this agreement, if traveling for an EXACT Activity, I acknowledge that I have obtained comprehensive travel insurance to cover all COVID-19 (or other pandemic) related cancellations and changes and that I am insured against loss from medical expenses, loss of personal possessions, and other foreseeable losses or expenses. I understand that this waiver covers all aspect of travel and transportation associated with any trip with EXACT including hotel stays, meals, as well any competitive, athletic activity. Additionally, I assume all risks associated with travel including kidnapping and ransom, adverse response to local food or water, violence, illness, accidents, and being the victim of crime (including violent crime). I expressly agree not to sue the Released parties for any alleged negligence associated with any of these outlined risks. In the event that evacuation (whether medical or otherwise) becomes necessary, I assume all financial responsibility for those costs.

I understand that, except to request a monetary refund, I have no claim against the Released Parties by reason of their refusal to allow me to participate in any Activity or event. I acknowledge and understand that EXACT staff are not licensed dietitians, physicians, or physical therapists, and that any products, services, information, guidelines, or advice provided by EXACT shall not be construed as dietary, medical, or rehabilitative advice or as treatment for any medical or physiological condition, pathology, or disability, and that they carry no express or implied warranty of any kind, including, but not limited to, warranties regarding safety or suitability for a particular purpose. <u>It is my responsibility to look out for my own safety at all times</u>.

I agree to indemnify, defend, and hold harmless the Released Parties against any claims, liability, damages, defense costs (including attorneys' fees), and any other costs incurred in connection with claims for bodily injury, wrongful death, loss of consortium or property damage arising out of or otherwise related to my participation in these Activities and/or the participation of any child in my care in these Activities. I agree that if I (on my own behalf or on behalf of another, including an estate) assert a claim (including a claim for negligence or wrongful death) against any of the Released Parties related to my participation in the Activities or the participation of any child in my care, I will pay all reasonable fees (including attorneys' fees), costs, and expenses incurred by said Released Parties to defend (1) the claim; and (2) all other claims arising out of the same facts as the claim.

In consideration of my participation in EXACT's Activities, I understand and voluntarily accept these risks and agree to not hold the Released Parties liable for any injury or claim which arises from my participation in such Activities, events, the use of these facilities or from any risk or situation described in this document. Accordingly, I do hereby forever release and discharge the Released Parties from any and all claims or causes of action to the fullest extent allowable by law.

I consent to my minor child ("the Minor") participating in these Activities. I know that these Activities carry specific risks identified in this agreement and I believe the Minor is qualified and of the appropriate age to participate in these Activities. If, despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the Released Parties related to my child's participation in these Activities, **I agree to defend, indemnify, and hold harmless the Released Parties from any litigation expenses, attorneys fees, costs, loss, liability, or damages they incur whether the claim is based in negligence or otherwise**.

The validity, enforcement, construction, and interpretation of this agreement shall be governed by Illinois law. Any action or proceeding arising in connection with this agreement and/or with the undersigned's participation in any Activity with EXACT or against EXACT in any respect, can only be brought in Cook County, Illinois. All parties to this agreement waive any objection to the jurisdiction of these courts whether based on convenience or otherwise.

If any provision or part-provision of this Release is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement. By signing this release, I acknowledge that I understand its contents and that this release cannot be orally modified. I voluntarily agree to the terms and conditions stated above. I sign this agreement on my own behalf and, if applicable, on behalf of the Minor.