



### Liability Waiver Form

For the purposes of this Liability Waiver, all Beginners Edge Sports Training, LLC [B.E.S.T], all associated companies or programs enrolled for Soccer, Softball, Football, Basketball or B.E.S.T. LEAGUES will be referred to as the B.E.S.T. Companies. All B.E.S.T Companies' program participants understand that he/she is attending the programs and the facilities at his/her own risk. B.E.S.T. Companies and its members, managers, subsidiaries, owners, agents, officers, employees, volunteers, other participants, facilities and all other persons or entities acting in any capacity on their behalf, shall not be liable for any damage whatsoever arising from any personal injury or property loss sustained by participants with his/her family in or about any programs on the premises. Participants and parents/guardians/coaches assume full responsibility for all injuries and damages which occur in or about any programs on the premises, and the undersigned(s) do/does hereby fully and forever release discharged hold harmless B.E.S.T. Companies, including, without limitation, its members, managers, subsidiaries, owners, agents, directors, officers, employees, , sponsors, activity holders, volunteers, other participants, facilities and all other persons or entities acting in any capacity on their behalf, from any and all claims, demands, damages or rights of action, present or future resulting from any person's participation in any programs or use of the facility. In addition, the undersigned(s) agree(s) to follow the rules of conduct and play set by B.E.S.T. Companies. Failure to do so may result in suspension from participation.

### PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

#### General Release Form for B.E.S.T. Companies

For the purposes of this Participation Agreement, Release and Acknowledgment of Risk [hereinafter "Participation Agreement"], all Beginners Edge Sports Training, LLC [B.E.S.T], all associated companies or programs enrolled for Soccer, Softball, Football, Basketball or B.E.S.T. LEAGUES will be referred to as the B.E.S.T. Companies. I understand that B.E.S.T. Companies has agreed to allow me and my child/and or my guest participant(s) to use paid for services, equipment and/or specified facility space on the condition that I acknowledge this Participant Agreement and I agree to be bound by its terms.

In consideration of the services of B.E.S.T. Companies and by signing this Participation Agreement below, I agree to WAIVE, RELEASE and forever discharge B.E.S.T. Companies, including, without limitation, its members, managers, subsidiaries, owners, agents, officers, employees, volunteers, other participants, facilities and all other persons or entities acting in any capacity on their behalf from any and all claims, liabilities, demands, or causes of action, which are in any way related to or arise from my use of B.E.S.T. Companies services, equipment or facilities, including any such claims which allege negligent acts or omissions of B.E.S.T. Companies and its and its subsidiaries, owners, agents, officers, employees, volunteers, other participants, facilities and all other persons or entities acting in any capacity on their behalf. I further agree to defend, indemnify and hold harmless B.E.S.T. Companies and its subsidiaries, owners, agents, directors, officers, employees, , sponsors, activity holders, volunteers, other participants, facilities and all other persons or entities acting in any capacity on their behalf, for and from any such claim.

I understand and acknowledge that the games/sports/activities undertaken at B.E.S.T. Company entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, and damage to my child, me, to property, or to third parties. I understand that such risk simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, without limitation, broken bones, sprains, strains, and other soft tissue injuries, bruises, abrasions, lacerations, dental injuries, concussions, spinal cord injuries, and death. Furthermore, I understand and acknowledge that B.E.S.T. Companies' instructors and administrators have difficult jobs to perform. They seek to ensure the safety of all participants, but they are not infallible. They might be unaware of my child's fitness and/or abilities, and they may give inadequate warnings or instruction.

I understand that wearing safety equipment can reduce the risk of injuries and agree to wear safety equipment provided by B.E.S.T. Companies or to provide my own safety equipment in the event that safety equipment is not provided by B.E.S.T. Companies.

**FOR FACILITY RENTALS:** I understand that am responsible for the appropriate use of all equipment and machinery of all participants while in the facility. Any issues of damage, vandalism, or misuse of equipment must be reported within 12 hours of occurrence. Any and all damages are my responsibility as the renter. I acknowledge that my rental may or may not be assisted by a B.E.S.T. Companies' employee. In the event that no B.E.S.T. Companies' employee is on site, I agree to abide by the lock-up procedures provided at the time of rental. I agree that a service fee of \$75 will be applied for any violation of the procedure.

**FOR HOURLY CLASSES (SAFETY EQUIPMENT):** It is my sole responsibility to ensure that appropriate safety equipment is properly used when participating in any activities using B.E.S.T. Companies services or facilities. I understand that I am solely responsible for the personal health and safety of my child and/or guest participant(s) and the personal property of myself, my child and/or guest participant(s).

**FOR HOURLY CLASSES (MINORS/GUEST PARTICIPANTS):** It remains my responsibility to know the whereabouts at all times of my child and/or guest participants during class sessions, before and after, and do not hold the facility or B.E.S.T. Companies responsible for the location of the child and/or guest participant at any time. I understand that FOR CLASSES (NOT CAMPS) this is not a drop-off service, and I must remain on location at all times in view of my child and/or guest participant(s).

**GENERAL POLICIES SHEET:** I acknowledge that I have read the General Policies sheet made available to me and the general public via any of the B.E.S.T.

Companies' websites which can be reached by going to <https://thebestnaz.com/policies/>. By signing this waiver agreement, I acknowledge that I have read, or have had the opportunity to read, this published document and that I agree with its contents and that I am in full compliance. I understand that B.E.S.T. Companies takes no responsibility for those who choose not to read these policies or claims ignorance of these policies.

**ASSUMPTION OF RISK:** I expressly agree and promise to accept and assume any and all of the risk existing in any activity involving the services, equipment or facilities of B.E.S.T. Companies, including, without limitation, its members, managers, its subsidiaries, owners, agents, directors, officers, employees, , sponsors, activity holders, volunteers, other participants, facilities and all other persons or entities acting in any capacity on their behalf, and that the participation of myself, my child and or my guest participant(s) in any activity is purely voluntary, and I elect to enroll them or myself in spite of these risk.

**ACKNOWLEDGEMENT OF INSURANCE COVERAGE:** I certify that I have adequate insurance to cover any injury or damage me, my child and/or my guest participant(s) may cause or suffer while participating, or I agree to bear the cost of such injury or damage myself. I further certify that I or my child and/or guest participant(s) have no medical or physical conditions, which could interfere with my or my child's and/or guest participant(s)' safety in this activity, or else I am willing to assume—and bear the cost of—all risk that may be created, directly or indirectly, by any such condition. Should any damage to company property not be disclosed within 12 hours, a 25% additional fee above the cost to repair the damages shall be applied to cover costs associated with the investigations into the damage.

**DAMAGE or MISUSE of FACILITY:**

Should any misuse of the facility result in damage to the facility, it is my responsibility to work with B.E.S.T. Companies to immediately rectify the situation by assessing and fixing the damage within 7 days by licensed, insured, and bonded tradesman. Purchase or replacement of any damaged items must be with equal or greater than value of the item damaged.

**CONSENT TO MEDICAL ASSISTANCE:** I the undersigned parent or guardian/participant does hereby grant authority to the staff at B.E.S.T. Companies to render a judgment concerning medical assistance or hospital care in the event of an accident or illness during my absence/incapacitation.

**CONSENT TO USE OF LIKENESS:** I do hereby authorize B.E.S.T. Companies and its assigns to utilize any and all photographs, pictures or other likeness of me or anyone assigned guardianship to me, as they deem appropriate in its promotional materials or team films.

**ATTORNEY'S FEES:** In the event of any action or proceeding brought by either party against the other under the Court Rental Agreement, Liability Waiver Form or the Participant Agreement, Release and Acknowledgement of Risk and/or any amendments and addenda hereto, the prevailing party shall be entitled to recover the fees of its attorneys in such action or proceeding, including the costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees. In additional, should it be necessary for B.E.S.T. Companies to employ legal counsel to enforce any of the provisions herein contained, the undersigned(s) agrees to pay all attorneys' fees and court costs reasonably incurred.

**ARIZONA LAW:** Should any dispute arise regarding the Court Rental Agreement, Liability Waiver Form or the Participant Agreement, Release and Acknowledgement of Risk, General Policies Sheet and/or any amendments and addenda hereto, the terms shall be construed and governed by the laws of the State of Arizona. Venue shall be within Maricopa County, Arizona.

**ENTIRE AGREEMENT:** This Court Rental Agreement, Liability Waiver Form or the Participant Agreement, Release and Acknowledgement of Risk, General Policies Sheet and/or any amendments and addenda hereto sets forth all the covenants, promises, agreements, conditions, and understandings between the undersigned(s) and B.E.S.T. Companies concerning the Demised Premises, and there are no covenants, promises, conditions, or understandings, either oral or written, between them other that as are herein set forth.

**PARTIAL INVALIDITY:** Any provision of the Court Rental Agreement, Liability Waiver Form or the Participant Agreement, Release and Acknowledgement of Risk, General Policies Sheet and/or any amendments and addenda hereto which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provision shall remain in full force and effect.

I understand and agree that the Court Rental Agreement, Liability Waiver Form or the Participant Agreement, Release and Acknowledgement of Risk, General Policies Sheet and/or any amendments and addenda hereto are intended to be as broad and inclusive as permitted by the laws of the State of Arizona, and that if any portion of it is held invalid, I agree that the remaining terms shall continue to be in full force and effect.

I understand that the Court Rental Agreement, Liability Waiver Form or the Participant Agreement, Release and Acknowledgement of Risk, General Policies Sheet and/or any amendments and addenda hereto, are important legal documents and declare that I have read and considered their contents carefully. I fully understand the terms and agree that no oral representations, statements or other inducements to sign have been made apart from what is written on this form. By indicating below, I acknowledge that if anyone is hurt or property is damaged during my or my child's participation in any activity involving services provided by B.E.S.T. Companies or B.E.S.T. Companies' equipment or facilities, I may be found by a court of law to have waived my right to maintain a lawsuit against B.E.S.T. companies on the basis of any claim that I have released by signing the Court Rental Agreement, Liability Waiver Form or the Participant Agreement, Release and Acknowledgement of Risk and General Policies Sheet.

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Coach/Participant

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Date