

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

In consideration of the services of FORO, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as FORO) I hereby agree to release and discharge FORO on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH FORO, FORO SPORTS CLUB(FSC), PRESTON SPORTS CENTRE(PSC) and/or LRS REAL ESTATE SERVICES facilities and fields, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the property-owners, event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity and facility. In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

1. I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: FORO, FORO SPORTS CLUB, LRS REAL ESTATE, PRESTON SPORTS CENTER LTD.14725 PRESTON LLC and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;
2. INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that those mentioned above and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I acknowledge that there are risks connected with participation in sports and its related activities which could result in physical or emotional injury, paralysis, death, or damage to myself, 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, among other things: injuries minor or serious from falling to the ground, on others, or being fallen on, tripped, or tackled by other participants or patrons; injuries minor or serious by a ball being kicked by participant/patron or at participant/patron; injuries minor or serious from falling or being pushed/tripped into walls or goals; or injuries minor or because one's own negligence.

Additionally, there are risks associated with the site conditions including falling tree branches, hazards associated with any properties along an active creek with running water and risks associated with landscaping including poison oak, ivy, thorny shrubbery and wildlife including ants, snakes, bees, foxes and other such wildlife common to native area.

I expressly agree and promise to accept and assume all of the risks existing in the activities I am participating in at FORO. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I hereby voluntarily waive all claims that I have or may have against FORO, its members, managers, employees, agents, servants, and volunteers arising out of my use of the Facility

I release FORO, its members, managers, employees, agents, servants, and volunteers from all liability for any loss, damage, injury or expense that I (or my children) or family members) may suffer, arising out of my use of the Facility, from any cause whatsoever, including negligence or breach of contract on the part of FORO, its members, managers, employees, agents, servants, and volunteers in the operation, supervision, design or maintenance of the Facility.

Should FORO or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

If I file a lawsuit against FORO, I agree to do so solely in the Dallas, Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of the state.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against FORO on the basis of any claim from which I have released them herein.

or

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

In consideration of the services of FORO, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as FORO) I hereby agree to release and discharge FORO on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH FORO, FORO SPORTS CLUB(FSC), PRESTON SPORTS CENTRE(PSC) and/or LRS REAL ESTATE SERVICES facilities and fields, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I

certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the property-owners, event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity and facility. In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

1. I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: FORO, FORO SPORTS CLUB, LRS REAL ESTATE, PRESTON SPORTS CENTER LTD.14725 PRESTON LLC and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;
2. INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that those mentioned above and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I acknowledge that there are risks connected with participation in sports and its related activities which could result in physical or emotional injury, paralysis, death, or damage to myself, 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, among other things: injuries minor or serious from falling to the ground, on others, or being fallen on, tripped, or tackled by other participants or patrons; injuries minor or serious by a ball being kicked by participant/patron or at participant/patron; injuries minor or serious from falling or being pushed/tripped into walls or goals; or injuries minor or because one's own negligence.

Additionally, there are risks associated with the site conditions including falling tree branches, hazards associated with any properties along an active creek with running water and risks associated with landscaping including poison oak, ivy, thorny shrubbery and wildlife including ants, snakes, bees, foxes and other such wildlife common to native area.

I expressly agree and promise to accept and assume all of the risks existing in the activities I am participating in at FORO. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I hereby voluntarily waive all claims that I have or may have against FORO, its members, managers, employees, agents, servants, and volunteers arising out of my use of the Facility

I am fully aware that there are a number of risks associated with me and/or my child or ward entering on the property including without limitation: (a) I and/or my child or ward or our visitors could contract COVID-19 or other diseases such as the flu or legionnaires disease which could

result in a serious medical condition requiring medical treatment in a hospital or could possibly lead to death; and (b) I and/or my child or ward or our visitors will be subject to normal risks associated with being at the property such as physical injuries or even death or loss or damage to personal property. On behalf of myself and/or my child or ward and our heirs, successors and assigns,

I release FORO, its members, managers, employees, agents, servants, and volunteers from all liability for any loss, damage, injury or expense that I (or my children) or family members) may suffer, arising out of my use of the Facility, from any cause whatsoever, including negligence or breach of contract on the part of FORO, its members, managers, employees, agents, servants, and volunteers in the operation, supervision, design or maintenance of the Facility.

Should FORO or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

If I file a lawsuit against FORO, I agree to do so solely in the Dallas, Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of the state.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against FORO on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.