

**Activity Risk and Liability Waiver**

THIS ACTIVITY RISK WAIVER (this "Waiver") dated \_\_\_\_\_  
BETWEEN:

\_\_\_\_\_ (Participant 18 years of age or older)

\_\_\_\_\_ (Participant UNDER the age of 18)

\_\_\_\_\_ (Parent or legal guardian of Participant)

Address of Participant \_\_\_\_\_

Phone of Participant \_\_\_\_\_

Email of Participant \_\_\_\_\_

(collectively the "Participant" or "Participants")  
OF THE FIRST PART

AND

Synergy Foundation  
Veritas Training Academy, Inc.,

(collectively the "Activity Provider" or "Activity Providers")  
OF THE SECOND PART

IN CONSIDERATION of the covenants and agreements contained in this Waiver and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Waiver agree as follows:

**Consideration**

1. In consideration of being permitted to to utilize the facilities, equipment, housing, services and programs as described below, the Participant releases and forever discharges the Activity Provider, George Zedan, Jimmy Olguin, all spouses, family members, heirs, executors, administrators, legal representatives and assigns, related entities, sub-contractors, coaches, employees, affiliates, representatives, educators, volunteers, partners, members, past and present principals, shareholders, officers, directors, agents,

successors, and insurers (collectively referred to as the “Released Parties”) from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including death caused by Participant's participation in the activity described below, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider and other Released Parties.

2. The Participant understands that the Participant would not be permitted to participate in the activity described below unless the Participant signed this Waiver.

### **Details of Activity**

3. The Participant will participate in the following activity: use of facilities and equipment; strength and conditioning training; plyometrics; running; travel; overnight housing; long-term housing; basketball training; basketball practice; fitness camps; use of batting cages and pitching machines; various sports; and athletic camps.
4. Residential Participants agree to follow all house rules and obey the law. Supervision is limited to training times, and time spent within the house from 8 am to 10 pm. Participants should not sneak out of the house, allow guests to enter the property, smoke, vape, take drugs or drink alcohol. If caught doing these things, or breaking any other rules, Participant is subject to immediate discipline, including removal from the property.

### **Guardian Status**

5. By my signature below, I attest that I am the parent or legal guardian of the Participant named in this Waiver and that I have the authority to execute this Waiver on his or her behalf.

### **6. Early Return Policy**

Should it be necessary for my child or youth to return home due to medical reasons, disciplinary action or otherwise, the undersigned shall assume all transportation costs and responsibility.

### **Transportation Permission**

7. The undersigned permits Participant to ride in any vehicle driven by an approved and licensed adult chaperone while attending and participating in activities. Participant understands that SEAT BELTS MUST BE WORN AT ALL TIMES during transportation.

### **Concurrent Release**

8. The Participant acknowledges that this Waiver extinguishes certain obligations owed to the Participant, and binds the Participant, Participant's spouse, Participant's parents, heirs, executors, administrators, legal representatives and assigns.

### **Fitness to Participate**

9. The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the activity mentioned above. If required, the Participant will obtain a medical examination and clearance.

### **Full and Final**

10. Participants acknowledge and agree that he or she has carefully read, understands and freely and voluntarily signs this Waiver. By signing this Waiver, on his or her behalf and the behalf of any minor children, they HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE and are forever PREVENTED FROM SUING or otherwise claiming against the Activity Provider, George Zedan, Jimmy Olguin, all spouses, family members, heirs, executors, administrators, legal representatives and assigns, related entities, sub-contractors, coaches, employees, affiliates, representatives, volunteers, partners, members, past and present principals, shareholders, officers, directors, agents, successors, and insurers (collectively referred to as the "Released Parties") for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above-noted activities.

### **Lawyer Review**

11. The Participant has been given the opportunity and has been encouraged to seek independent legal advice before signing this Waiver.

### **Defend and Indemnify**

12. I hereby agree to defend and indemnify Released Parties from any claim for liability, loss, damages, or expenses (including attorneys' fees, interest, and costs) resulting from a claim brought by me or a member of my family for loss or damage in any way arising from use of the facilities, equipment, services, programs, and participation in described or related activities, including transportation.

### **Severability**

13. If any term, condition or covenant of this Activity Risk and Liability Waiver ("Contract") is declared or determined to be invalid, void, or unenforceable, the remaining provisions of the Contract shall not be affected thereby, and the Contract shall be read and construed without the invalid, void, or unenforceable provision(s).

### **Conflict of Law**

14. If there is any conflict between any provision of the Contract and any present or future statute, law, ordinance, regulation, the latter shall prevail; provided, that the provision

hereof so affected shall be limited only to the greatest limited extent necessary and no other provision shall be affected.

### **Integrated Contract**

15. Upon execution of this Contract, this Contract cancels and supersedes all prior discussions, and understandings between Released Parties and Participant(s) in any way related to this Contract. This Contract contains all liability terms, covenants, conditions, representations, and warranties. Further, no verbal agreements or conversation with any Released Party and Participant(s) before execution of this Contract shall affect or modify any of the terms or obligations contained in any documents comprising this Contract. Any such verbal Contract shall be considered as unofficial information and in no way binding upon Released Parties or Participant(s). This Contract may be signed in counterpart and facsimile, each of which shall be deemed an original, but all of which together shall constitute the Contract. Activity Provider and Participant(s) represent and warrant that this Contract as to themselves and any minor(s), is a legal, valid, and binding obligation of both Activity Provider and Participant(s), enforceable by its terms, and its execution confirms same.

### **Modifications**

16. This agreement cannot be amended, modified, or changed except by a written instrument duly executed by Activity Provider on the one hand and a guardian, Participant, or both on the other.

### **Notices**

17. All notices and other data required or desired to be given by either Activity Provider or Participant(s) shall be provided by delivering or mailing the same to the other at the address outlined in this agreement, or at such other address as may be designated later in writing. Notices shall be sufficiently given when hand-delivered or when the same shall be deposited so addressed, postage prepaid, via overnight mail and/or when the same shall have been transmitted by facsimile or similar means (with confirmation, reflecting the date of such facsimile (or the next day if after 5:00pm), or the day after deposit with an overnight carrier, as applicable, shall be deemed to be the date of giving such notice.

Activity Provider

Veritas Training Academy  
10141 Freeman Ave.  
Santa Fe Springs, CA. 90670

Synergy Foundation  
10141 Freeman Ave.  
Santa Fe Springs, CA. 90670

## **Binding Arbitration**

18. **Waiver of Jury Trial:** Activity Providers and Participant(s), (“the Parties”) hereby waive any right to trial by jury. The Parties hereto agree that all disputes or controversies of any nature between them arising at any time under this Contract shall be determined by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), except as modified herein, in Los Angeles, California. This also includes whether this agreement is valid. The arbitration shall be conducted before a single neutral arbitrator who is available, ready, willing, and able to hear the controversy (the “Arbitrator”). The Parties will use their best efforts to agree on an arbitrator. If they cannot agree, each party will propose a list of seven (7) arbitrators. Each party will then strike up to three (3) names from the other party’s list. The remaining four (4) names on each party’s list shall be combined to form one joint list of eight (8) names. Each party shall then rank the eight (8) arbitrators in order of preference, from 1 (most preferable) to 8 (least preferable). The person with the highest combined ranking shall serve as the arbitrator. In the event the person selected cannot serve, the arbitrator with the next highest ranking on the joint list will be substituted and so forth. Any issue concerning the extent to which any dispute is subject to arbitration, the validity of this Contract or concerning the applicability, interpretation, validity, or enforceability of these procedures, shall be governed by the Federal Arbitration Act and resolved by the Arbitrator. The fees of the Arbitrator and all costs shall be borne SOLELY by Participant(s), unless the Arbitrator determines that such fees be borne in such other manner solely for this arbitration clause to be enforceable under applicable law. The Parties shall be entitled to conduct discovery in accordance with Paragraph 1283.05 of the California Code of Civil Procedure, provided that (a) the Arbitrator must authorize all such discovery in advance based on findings that the material sought is materially relevant to the issues in dispute and that the nature and scope of such discovery is reasonable under the circumstances, and (b) discovery shall be limited to depositions and production of documents unless the Arbitrator finds that another method of discovery (e.g., interrogatories) is the most reasonable and cost efficient method of obtaining the information sought. There shall be a written record of the proceedings at the arbitration hearing, and the Arbitrator shall issue a Statement of Decision setting forth the factual and legal basis for the Arbitrator’s decision. If neither party gives written notice requesting an appeal within ten (10) business days after the issuance of the Statement of Decision, the Arbitrator’s decision shall be final and binding as to all matters of substance and procedure, and may be enforced by a petition to a court of competent jurisdiction in Los Angeles, California, which may be made *ex parte*, for confirmation and enforcement of the award. If either party gives written notice requesting an appeal within ten (10) business days after the issuance of the Statement of Decision, the award of the Arbitrator shall be appealed to three (3) neutral arbitrators (the “Appellate Arbitrators”), each of whom shall have the same qualifications and be selected through the same procedure as the Arbitrator. The appealing party shall file its appellate brief within thirty (30) days after its written notice requesting the appeal and the other party shall file its brief within thirty (30) days after that. The Appellate Arbitrators shall thereupon review the decision of the Arbitrator applying the same standards of review (and all of the same presumptions) as if the Appellate Arbitrators were a California Court of Appeals

reviewing a judgment of the California Superior Court, except that the Appellate Arbitrators shall in all cases issue a final award and shall not remand the matter to the Arbitrator. The decision of the Appellate Arbitrators shall be final and binding as to all matters of substance and procedure and may be enforced by a petition to a court of competent jurisdiction in Los Angeles, California, which may be made *ex parte*, for confirmation and enforcement of the award. The party appealing the decision of the Arbitrator shall pay all costs and expenses of the appeal, including the fees of the Appellate Arbitrators and the reasonable outside attorneys' fees of the opposing party, unless the decision of the Arbitrator is modified, in which event the expenses of the appeal shall be paid as determined by the Appellate Arbitrators. The Arbitrator shall have the power to enter temporary restraining orders, preliminary and permanent injunctions. Before the appointment of the Arbitrator or, in the case of remedies beyond the jurisdiction of an arbitrator, at any time, either party may seek *pendente lite* relief in a court of competent jurisdiction in Los Angeles County, California without thereby waiving its right to arbitration of the dispute or controversy under this section. All arbitration proceedings (including proceedings before the Appellate Arbitrators) shall be closed to the public, and confidential and all records relating to it shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration "award."

**Medical Release for Minor**

- 19. If emergency care is required for Participant and permission is not available from a parent or legal guardian promptly, then I, the undersigned, authorize appropriate emergency medical care as deemed necessary by emergency medical personnel, a physician or the medical facility providing treatment. The undersigned shall be liable and agrees to pay all costs and expenses incurred in connection with such medical and dental services rendered to Participant under this authorization.

**Do Not Sign Unless You Understand**

THIS IS A BINDING LEGAL AGREEMENT. IF YOU DO NOT UNDERSTAND IT, PLEASE REVIEW WITH YOUR LAWYER BEFORE SIGNING IT. **NEVER SIGN ANYTHING YOU DO NOT UNDERSTAND.**

**Participant Name** \_\_\_\_\_

**Guardian Name  
(if applicable)** \_\_\_\_\_

**Participant/Guardian  
Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_