

**D1 TRAINING - BERGEN COUNTY NORTH LIABILITY WAIVER & RELEASE**

**PERSONAL LIABILITY/RISK.** KALIANA ATHLETICS LLC DBA D1 TRAINING BERGEN COUNTY NORTH(D1BCN) PROVIDES ATHLETE AND THE GENERAL PUBLIC WITH GROUP FITNESS, SPORTS AND SKILL TRAINING, AND OTHER RELATED SERVICES (THE "PROGRAM"). BY SIGNING BELOW, ATHLETE ACKNOWLEDGES AND AGREES TO THE FOLLOWING: ATHLETE REPRESENTS THAT ATHLETE IS PHYSICALLY FIT TO PARTICIPATE IN THE PROGRAM AND THAT PRIOR TO PARTICIPATION IN THE PROGRAM, ATHLETE HAS CONSULTED A PHYSICIAN REGARDING ANY LIMITATIONS OR MEDICAL RISKS THAT ATHLETE HAS IN RELATION TO THE PROGRAM AND CERTIFIES THAT ATHLETE IS FREE FROM ANY SUCH LIMITATIONS AND MEDICAL RISKS. ATHLETE FURTHER UNDERSTANDS AND AGREES THAT THE PROGRAM INVOLVES PHYSICAL EXERTION AND STRENUOUS PHYSICAL ACTIVITY BY ATHLETE, WHICH ENTAILS CERTAIN RISKS AND SERIOUS BODILY INJURY AND/OR DEATH MAY OCCUR. FOR EXAMPLE, PHYSICAL CONTACT WITH OTHER PARTICIPANTS, EQUIPMENT OR SURFACES MAY OCCUR DURING THE PROGRAM. ADDITIONALLY, ATHLETE AND/OR ATHLETE PARENT OR GUARDIAN WHO IS EXECUTING THE PROGRAM AGREEMENT ACKNOWLEDGES THAT THERE ARE RISKS ASSOCIATED WITH SOCIAL COMMUNICABLE DISEASE, AS WELL AS WITH FULL KNOWLEDGE OF THE RISKS OF SERIOUS BODILY INJURY AND DEATH, ATHLETE VOLUNTARILY CHOOSES TO PARTICIPATE IN THE PROGRAM AND (I) HEREBY FOREVER RELEASES, COVENANTS NOT TO SUE, DISCHARGES AND WAIVES ALL LIABILITY ON BEHALF OF D1BCN, IT'S OWNERS, EMPLOYEES, EXECUTIVES, AGENTS, D1 SPORTS FRANCHISE, LLC ("FRANCHISOR") AND FRANCHISOR'S RELATED AFFILIATES (INCLUDING WITHOUT LIMITATION D1 SPORTS HOLDINGS, LLC), OWNERS, SUBSIDIARIES, PARTNERS, SPONSORS, ASSIGNS, OWNERS AND LESSEES OF THE PREMISES, CONSULTANTS, VOLUNTEERS AND CONTRACTORS (THE "RELEASEES") FOR ANY BODILY INJURY OF ANY KIND, PROPERTY DAMAGE OR DEATH, SUFFERED BY ATHLETE AS A RESULT OF ATHLETE'S PARTICIPATION IN THE PROGRAM, REGARDLESS OF WHETHER SUCH BODILY INJURY, DISEASE OR DEATH WAS DUE TO NEGLIGENCE OF ANY KIND COMMITTED BY D1BCN OR THE RELEASEES OR OTHERWISE, (II) AGREE TO INDEMNIFY AND HOLD HARMLESS D1 AND THE RELEASEES FROM ANY LOSS, LIABILITY, OR COST THEY MAY INCUR ARISING OUT OF OR RELATED TO ATHLETE'S PARTICIPATION IN THE PROGRAM, WORKOUT PLAN, NUTRITION GUIDE. ANY COMMUNICATION, INJURY, AND MISCONDUCT, AND (III) ASSUME FULL RESPONSIBILITY FOR ANY BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO ATHLETE'S PARTICIPATION IN THE PROGRAM AND/OR USE OF THE FACILITY.

**SOCIAL MEDIA RELEASE.** I HEREBY AUTHORIZE D1BCN AND AFFILIATE, D1 SPORTS HOLDINGS, LLC (COLLECTIVELY REFERRED TO IN THIS PARAGRAPH AS "D1") TO RECORD MY NAME, LIKENESS, IMAGE, VOICE AND PARTICIPATION IN FILM, TAPE OR OTHERWISE FOR USE IN ALL D1 RELATED INITIATIVES. I AGREE THAT ALL PHOTO, VIDEO AND OTHER PRODUCTION RELATED MATERIALS MAY BE EDITED AND OTHERWISE ALTERED AT THE SOLE DISCRETION OF D1 AND USED IN WHOLE OR IN PART AT THE SOLE DISCRETION OF D1, WHETHER IT BE FOR PUBLIC OR PRIVATE USE. I FURTHER AGREE AND UNDERSTAND THAT I HAVE NO RIGHTS TO ANY PRODUCTION RELATED TO D1 OR ANY BENEFITS DERIVED THEREFROM, THEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASING AND WAIVING ALL RIGHTS, LEGAL AND MORAL, SO THAT D1 MAY FULLY EXPLOIT MY NAME, LIKENESS, IMAGE, VOICE AND PARTICIPATION IN FILM, TAPE, SOCIAL MEDIA OR OTHERWISE. D1 AGREES TO COMPLY WITH APPLICABLE PRIVACY LAWS. ADDITIONALLY I AM NOT PERMITTED UNDER ANY CIRCUMSTANCES TO CREATE ANY SOCIAL MEDIA CONTENT FOR POSTING(PICTURES/VIDEOS OR OTHER) WITHOUT THE DIRECT ADVANCE PERMISSION OF D1BCN.

**GOVERNING LAW.** CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT (EXCEPT FOR ANY CLAIM BY D1 IN COLLECTION OF ANY AMOUNTS DUE HERETO UNDER AS A RESULT OF PROGRAM FEES) SHALL BE RESOLVED THROUGH ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT, AND SUCH ARBITRATION SHALL BE THE EXCLUSIVE, FINAL AND BINDING REMEDY. THE PARTIES AGREE THAT THE ARBITRATION SHALL TAKE PLACE IN UPPER SADDLE RIVER, NEW JERSEY AND WILL BE THROUGH THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), A PUBLIC SERVICE, NON-PROFIT ORGANIZATION THAT OFFERS UNBIASED DISPUTE RESOLUTION SERVICES. THE ARBITRATOR SHALL APPLY THE INTERNAL LAWS OF THE STATE OF NEW JERSEY (WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES). JUDGEMENT UPON ANY AWARD REACHED BY THE ARBITRATORS MAY BE ENTERED IN ANY FEDERAL OR STATE COURT HAVING JURISDICTION THEREOF. THE ARBITRATION SHALL TAKE PLACE BEFORE A SINGLE ABRITRATOR JOINTLY SELECTED (OR APPOINTED BY THE AAA IF THE PARTIES ARE UNABLE TO AGREE UPON AN ARBITRATOR WITHIN TEN DAYS). THE NON-PREVAILING PARTY SHALL BE RESPONSIBLE FOR PAYMENT OF THE FULL COSTS OF THE ARBITRATOR AND REASPnable EXPENSES OF THE PREVAILING PARTY INCLUDING ATTORNEY FEES AND EXPERT WITNESS FEES. THE AWARD RENDERED BY THE ARBITRATION SHALL BE IN ANY COURT HAVING JURISDICTION THEREOF.

**AGREED AND ACCEPTED: Participant's Signature** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Parent or Guardian Signature (if under age 18)** \_\_\_\_\_

**Parent or Guardian Email (if under age 18)** \_\_\_\_\_

**Parent or Guardian Cell Phone (if under age 18)** \_\_\_\_\_