

Parent and Athlete Waiver and Release Form

I, _____ understand that any physical exercise can be subject to a serious injury. I am voluntarily participating in any and all MAQ physical activities entirely at my own risk. I am aware I will be using weight equipment and understand all dangers involved that may include but are not limited to, abnormal changes in blood pressure, fainting, stroke, risk of heart attack and death. I have been informed that an examination by a physician should be obtained before starting such strenuous activity. In voluntarily participating in the MAQ training program, I assume all risks of injury, illness or death.

This waiver and release of liability includes, without limitation, all injuries which may occur as a result of: (a) your participation in any activity or personal training session at 12359 Abbey Rd. North Royalton, Ohio, 44133 and/or any other locations of training; (b) instruction, training, supervision or dietary recommendations by any and all MAQ trainers; (c) any slip, fall or dropping of equipment. (d) Coronavirus and/or any infection

I, _____ acknowledge that I have thoroughly read this form in its entirety and fully understand that it is a release of liability. By signing this document, I agree to release and discharge D. Schierbaum LLC; MAQ; Dave Schierbaum and any of its training as well its affiliates and trainers from any and all claims or causes of action. I agree to voluntarily give up or waive any right that I may otherwise have to bring a legal action against D. Schierbaum LLC; MAQ; Dave Schierbaum and affiliates and trainers for personal injury or property damage.

I understand that my picture and/or a video of myself may be used for advertising, marketing, media and instructional purposes.

Release and hold harmless MAQ, no video recording. All information, drills, and system are confidential and proprietary to MAQ. I will not attempt to duplicate for personal or business reasons/usage.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending MAQ and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, MAQ employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at MAQ or participation in MAQ programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Club, its employees, agents, and representatives, of and from the Claims, including all

liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of MAQ, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any program at MAQ or subsidiary facilities.

I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.

2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities at MAQ. This entire consent is to cover all MAQ facilities, home facility and any place of work where any member of MAQ staff operates.

This form is an important legal document that explains the risks you are assuming by participating in the MAQ training program. By signing this release form, I acknowledge that I have read and understand this document completely. If you do not understand this document, it is your responsibility to ask for clarification prior to signing it.

Participant’s Signature

Date

Print Name

Parent Signature

Date

Print Name

Athlete Home Address _____

City _____ State _____ Zip _____