

Waiver & Release for TriLatino Junior Program 2023

1. **Triathlon & Health Program.** The undersigned parent/s or other legal guardian/s (the “Guardian”) of \_\_\_\_\_ [print student’s name], a minor under the age of eighteen (18) (the “Student”), desires to have the Student, a student at either one of the following Schools: Cathedral H.S. located in New York, NY; ; Bronxlab H.S. & Spellman H.S. located in Bronx, NY; Garden School located in Queens, NY (the “School”), participate in an extra-curricular program **beginning in February 2023** (the “Program”) facilitated by the School in which the Student will receive coaching and instruction in the sport of triathlon, and/or its included sports of swimming, cycling and running, and information related to sports nutrition, health and healthy lifestyles generally. This Waiver & Release relates to the Program, and is required for Student participation. In this Waiver & Release, certain capitalized terms are given special definitions, either inside of parentheses – ( ) – when first used, or in Paragraph 9 below. The Student’s birthday is \_\_\_\_\_ [print birth date]. (**Note:** If the Student is 18 years old or older, she or he will be signing individually as a non-minor. BUT, if that student is also still a legal or constructive dependent of or living in the same household as a parent or other person who would be a guardian were the student still a minor, the parents or other persons must still agree to this Waiver & Release for the Student to participate in the Program.)

2. **Program Facilitators.** The School requested TriLatino Triathlon Club, Inc. (“TriLatino”) to consult with the School and its physical education instructor/s and other authorized personnel (the “PhysEd Instructors”) in preparing and implementing the Program. TriLatino will arrange for one or more of its coaches (“Coaches”) to consult with the PhysEd Instructors in their oversight of the Program and day-to-day coaching and training of the Student in the sport of triathlon and its related sports. Neither TriLatino nor the Coaches nor any company by which any Coach provides services would be able to take part in the Program unless each Guardian and the Student first agreed to and promised to be bound forever by this Waiver & Release. Each Guardian and the Student understands that neither TriLatino nor the Coaches are acting as a coach directly to the Student, but only as a consultant to the School and its PhysEd Instructors who are responsible for overseeing the Program and its implementation. Nevertheless, it may be necessary or appropriate for a Coach or other TriLatino personnel to directly, under the oversight of School personnel, communicate with and give instruction to the Student in the day-to-day implementation of the Program, and each Guardian and the Student irrevocably agree to such communication and direction. TriLatino may also from time to time help facilitate informational workshops, lectures, seminars or similar activities led by unrelated third-party information providers (“Health Instructors”), including (but not limited to) Health Care Providers having experience in sports-nutrition, general health and healthy lifestyles. These Health Instructors may or may not have separate affiliation with TriLatino or other Releasees, but in their capacity as Lecturers will be acting individually and not as representatives of TriLatino, any Coach or any other Releasee.

3. **Student/Guardian Understanding.** The agreement by TriLatino, the Coaches and Health Instructors to provide consulting services to make the Program possible is sufficient for each Guardian and the Student to agree to the terms of, to sign, and to abide (and cause the Student to abide) by the terms of this Waiver & Release, and each Guardian and the Student understand they will derive significant benefits from that agreement. Each Guardian and the Student understands that TriLatino and Coaches are relying and will rely on their abiding by this Waiver & Release forever, and that this reliance is reasonable. Each Guardian and the Student agrees to complete other documents, answer other questions or provide other information if requested to begin or continue the Program. Each Guardian and the Student understands that any disciplinary problems or other issues of safety or respect, including (but not limited to) demonstrating minimal athletic ability to safely participate in the Program may result in dismissal from the Program.

4. **THIS IS A LEGAL DOCUMENT.** Signing this legal document means each Guardian and the Student are giving up rights. Each Guardian has either retained her/his own independent attorney to understand the legal consequences of this Waiver & Release, or has voluntarily elected not to do so and has assumed, for herself/himself and on behalf of the Student, all risks (known or unknown, and whether foreseeable or unforeseeable to the Student and/or either Guardian) of not doing so. Neither Guardian nor the Student has relied on TriLatino, any Coach or any other Releasee for legal advice. TriLatino, any Coach, Health Instructor and other Releasee may rely on this Waiver & Release as dispositive evidence of denial and/or waiver of all liability for any lawsuit or other proceeding or action brought by the Student or any Student Representative. Signing this Waiver & Release, or any other Program-related document, does not guarantee any fitness, performance or health results, or the completion, continuation or repetition of the Program, nor does any participation give any right or entitlement to continue in the Program, even if other opportunities were foregone or if expenses were incurred, all of which are the responsibility of each Guardian and the Student. This Waiver & Release may be made available in both English and Spanish; however, in the event of any conflict between the construction of this Waiver & Release in English and in Spanish, the English version shall control.

5. **About Guardian and the Student.** Safety is the first priority of the Program. To that end, the Student, and each Guardian for herself/himself and on behalf of the Student, represents and promises as follows: (a) each Guardian is at least 18 years of age and has full legal guardianship of and over the Student and is either the sole Guardian or has the right to sign this Waiver & Release for any other legal Guardian, or is signing this together with any other legal Guardian, (b) the Student is not under advice from a Health Care Professional to avoid any activity, circumstance or environment that may be included in or associated with the Program, nor does the Student have any disciplinary, physical, emotional, mental or other challenge or limitation affecting the Student’s development or performance ability relative to other minor athletes of similar age and gender, or any other special or extraordinary needs, (c) each Guardian, together with the Student, has either (i) consulted with an appropriate independent Health Care Professional prior to the Student receiving any of the Program, or has voluntarily chosen, for and on behalf of the Student, not to do so and has assumed all risks to the Student of not doing so (known or unknown, and whether or foreseeable or unforeseeable to either Guardian and/or Student), or (ii) if such Health Care Professional was consulted, then the Student has followed and the Student will (and each Guardian shall ensure that the Student will) continue to follow the advice of that professional with regard to the Program, (d) the Student is not taking any medication or other drug, or any nutritional or herbal supplement that would preclude participating in or being exposed to any activity, circumstance

or environment included in or associated with the Program and promises that the Student will immediately stop such participation if the Student begins to take any such medicine or supplement, (e) the Student will (and each Guardian undertakes to ensure that the Student will) stop participating in any activity and avoid any circumstance or environment associated with the Program if advised by a Health Care Professional to do so, or as may be required by any medication or supplement the Student may later be taking, or that the exercise of reasonable care would otherwise require, or if the Student or Guardian so desires for any personal reason, (f) neither the Student, nor either Guardian for and on behalf of the Student, is relying on or following, and neither of them will rely on or follow, any advice or encouragement of any Coach (whether actual, implied or inferred) that may be contrary to any advice of a Health Care Professional, the requirements of a medicine or supplement, or the voluntary desire of the Student, (g) each Guardian and the Student shall be responsible for the care, maintenance, repair and security of all equipment and other property owned by them, or kept in their possession, in connection with participation in the Program, including (but not limited to) any bicycle and related equipment used by the Student, (h) all statements that each Guardian and the Student are making in this Waiver & Release and any other document related to the Program are completely accurate, and do not fail to include any information which would be necessary to give a complete and clear answer to any question, or to clarify any information they have given (this includes, but is not limited to, any information pertaining to the Student's physical, mental or psychological health or condition); and (i) all coaching and fitness instruction will be in English, and the Student is fluent in English.

6. **Medical Matters.** Each Guardian and the Student understands that TriLatino and Coaches are not Health Care Professionals and acknowledges that they have not held themselves out as such or as qualified to give advice appropriate to any such professional, and have not given any such advice. Each Guardian and the Student promises that any such advice from the Coach (whether actual, implied or inferred) shall not be followed, but instead will seek the advice of an independent qualified Health Care Professional. No Coach or Health Instructor has any duty to provide the Student with medical care, but if a Coach or other TriLatino personnel does give medical care to the Student under circumstances in which the Student is unable to give consent for any reason at the time the care is given ("Emergency Care"), and the Coach or other TriLatino personnel in good faith believes it to be necessary, each Guardian hereby consents, for herself/himself and for and on behalf of the Student and all Student Representatives, and the Student consents, to that care and releases all Releasees from any and all liability, waives all Claims, and agrees to indemnify the Releasees for any loss, expense, cost or other liability (including attorneys' fees) any Releasee may incur in connection with defending any such Claim made by the Student, either Guardian or any other Student Representative. A Coach or other TriLatino personnel from time to time may (but is not required to) recommend a Health Care Professional with relevant experience concerning athletes ("Referred Health Care Professional"), and each Guardian agrees that if a Coach or other TriLatino personnel does so it is in either or both Guardian's sole discretion whether to consult with such professional (or with any Health Instructor), and each Guardian, together with the Student, assumes all risks (known or unknown, and whether foreseeable or unforeseeable to the Student and/or each Guardian) of that decision.

7. **Voluntary Assumption of Risks.** Athletic training and fitness conditioning in general, and triathlon and related training in particular, are inherently dangerous activities. The Inherent Risks that are involved may or may not be known or foreseeable, and such uncertainty and unforeseeability are themselves Inherent Risks. Each Guardian and the Student have discussed this together, with the PhysEd Instructors, and with their independent Health Care Professionals and legal counsel. Each Guardian and the Student are aware of and each understands the Inherent Risks, from her/his discussions with the Student's independent Health Care Professionals, past experience with sports and fitness training and competition, general education and knowledge and personal investigation, and each acknowledges that the Student voluntarily assumes them, and each Guardian assumes them for and on behalf of the Student and consents to the Student's personal assumption of those risks. Each Guardian acknowledges having received, read and understood the List of Risks listed below the signatures to this Waiver & Release, and each Guardian represents that s/he has explained them to the Student, and/or has discussed them with their independent Health Care Professional. Each Guardian and the Student understands that the nature of the Program may involve situations where the Student feels pressured to do something which s/he is uncomfortable with doing as the result of the general atmosphere of athletic training or racing, actual or perceived need to seek approval of other participants, Coaches, PhysEd Instructors, Guardians, or others; and the Student and each Guardian understand and assume their own duty to take personal responsibility to both stop participating in situations where either there is any such discomfort or real or perceived pressure, and to communicate the same to the PhysEd Instructor or a Coach or both; and TriLatino, the Coaches, and the other Releasees shall rely on the Student and each Guardian doing so. Each Guardian and the Student understands that communicating this or any other information to a PhysEd Instructor may not guarantee that such information is communicated to the Coach or TriLatino. Guardian and Student each agrees that neither Club nor any Club Personnel has any responsibility at any time to warn the Student of any Inherent Risks or any other risks, and that any such warning or any pattern or practice of such warnings over the course of time shall not be deemed an assumption by Club or Club Personnel of such responsibility.

8. **Waiver and Indemnity; Video & Photography Release.** Each Guardian, for herself/himself and for and on behalf of the Student and all Student Representatives (and the Student for herself or himself and for her or his Student Representatives, if, as and when applicable), fully releases, discharges and waives, and holds harmless all Releasees from, any Claims that either or both Guardians, Student or any Student Representatives may have had, now have, or in the future come to have, against any Releasee, whether or not related to negligence or any other cause or theory. Each Guardian for herself/himself and for and on behalf of the Student and all Student Representatives agrees: not to sue or pursue any other action or proceeding against any Releasee for any Claim, regardless of the circumstances or cause; and agrees to reimburse all Releasees and hold them harmless for all losses, expenses, costs or other liability (including any reasonable attorneys' fees) the Releasees may incur in connection with defending any Claim made by either (a) each Guardian, Student or Student Representative, including (but not limited to) any Claim the Student may later make against any Releasee after the Student reaches the age of majority or becomes legally emancipated prior thereto and/or (b) any third party for any act or omission of or by the Student, Guardian or any other Student Representative. From time to time there may be recorded and privately or publicly used for marketing, publicity, advertising, media relations and other purposes photographic, audio, video or other recordings that may include the Student and/or either Guardian, alone or together with others. Each Guardian and the Student: irrevocably consents to such use by TriLatino, any Coach, or other Releasee of such recordings without any need for consideration of any kind; and represents and warrants that

any such use does and shall not violate the terms of any agreement to which any of them is or may become party, or to which the use of her/his image is or becomes subject.

9. **Certain Definitions.** The following capitalized terms when used in this Waiver & Release have the meanings given to them in this paragraph 7.

“**Claims**” means all claims, counterclaims, impleadings, demands, actions, rights, choses in action, lawsuits, arbitrations, mediations and other proceedings for any remedy for property loss, personal injury, death or any other loss or liability of any type or nature, whether based on any legal, equitable or other theory, which are in any way related to or arise out of the Program, the acts or omissions of any Coach, Health Instructor or other personnel, Referred Health Care Professional, Emergency Care, the Student’s participation in or proximity to any activities or circumstances related to or associated with the Program, and/or physical fitness training and conditioning generally; or otherwise.

“**Health Care Professional**” means any medical doctor, osteopathic doctor, chiropractor, acupuncturist, psychotherapist or other mental health care provider, registered dietician or nutritionist, or other health care provider.

“**Inherent Risks**” means all risks (known or unknown, and whether foreseeable or unforeseeable to the Student and/or either Guardian) inherent in, associated with or otherwise arising out of activities, circumstances and environments related to the Program, triathlon and its included sports, and fitness training and conditioning generally, including (but not limited to) those listed on the List of Risks below.

“**Releasees**” means TriLatino and TriLatino personnel, Health Instructors, and Coaches and any corporation, limited liability company, partnership or other entity as to which any Coach has had, now has or may come to have any interest or association; any partner, joint venturer, co-member, co-equity holder, director, officer, manager, employee, consultant, attorney, attorney-in-fact or other owner or representative of TriLatino and TriLatino personnel, Coaches and Health Instructors or any such entity; and any heir, successor, assign, administrator, executor, receiver or other agent, attorney, attorney-in-fact or other representative of any of the foregoing parties.

“**Student Representative**” means any of the Student’s guardians, parents, children, siblings or other relatives, heirs, successors, assigns, administrators, executors, receivers, attorneys, attorneys-in-fact and any other representatives of any kind or nature.

10. **Miscellaneous.** This Waiver & Release: **(a)** represents the entire agreement concerning its subject matter, and supersedes all other prior and contemporaneous agreements and/or understandings concerning its subject matter (whether written or oral, express, implied or inferred), except that if the Student participated in a TriLatino program in any prior time period, this Waiver & Release does not terminate TriLatino’s rights under any prior releases or waivers but may be interpreted to expand TriLatino’s rights if otherwise legally permissible, **(b)** may not be amended, and no condition herein may be waived, except as may be expressly set forth in writing signed by TriLatino, **(c)** does not create any relationship between either Guardian and TriLatino or the Student and TriLatino except as is expressly provided for herein, and shall not create any rights for either Guardian or Student to receive Program services, **(d)** may be signed in multiple counterparts which together form one and the same instrument, **(e)** shall be interpreted to the broadest extent legally permissible for the benefit of TriLatino, the Coach and Health Instructors, including (but not limited to) the terms related to Student’s and/or each Guardian’s assumption of risk and the release, waiver and indemnity of the Releasees. If any provision of this Waiver & Release is deemed unenforceable, the other provisions will remain effective to the greatest extent legally permissible. Each Guardian agrees to (and will cause the Student to) sign and deliver any documents which may from time to time be reasonably requested to evidence or make effective any of the Coach’s rights under this Waiver & Release. Each Guardian agrees that TriLatino and/or each Coach, without notice to either Guardian or the Student, may assign and share her, his or its rights under this Waiver & Release to and with any corporation, limited liability company, partnership, joint venture, or other entity or individual as to which the Coach is or may become an owner or otherwise associated, and any such assignment shall grant to such entity or individual all of the benefits to which they are entitled without terminating any rights they originally had to enforce this Waiver & Release. The laws of the State of New York (without giving effect to its conflict of laws provisions) govern this Waiver & Release, and any dispute related to this Waiver & Release, of whatever kind or nature, may only be brought in the state or federal courts located in the State and County of New York, and each party waives any claim of inconvenient forum, lack of personal or subject matter jurisdiction or any similar claim.

\* \* \*

*Each Guardian, for herself and/or himself, and for and on behalf of the Student, has signed this Waiver & Release indicating full agreement with its terms and conditions (including, but not limited to, the Inherent Risks listed below). They understand that this will legally bind them and the Student to those terms and that this will be delivered to TriLatino and the Coaches and may be enforced by them even if TriLatino and/or the Coaches do not also sign.*

**First Guardian:**

**Second Guardian (if applicable):**

Sign Here:

Sign Here:

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Print Name Here:

Print Name Here:

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The Student, by signing her/his name below, acknowledges that s/he has read and discussed this Waiver & Release with each Guardian, that each Guardian has explained to the Student its terms (including, but not limited to, the Inherent Risks and the Student's responsibilities in assuming them), and understands them as explained by the Guardians and any Health Care Professional.

**The Student:**

Sign Here:

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***This Waiver & Release is effective and enforceable by TriLatino as of the date the Student first began to participate in the Program regardless of the date actually signed.***

Print Name Here:

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**Inherent Risks**

Inherent Risks include (but are not limited to) the following risks, hazards, inconveniences and unpleasanties:

- equipment damage and destruction;
- falls, collisions, missteps, tripping, slipping, choking, and drowning or near drowning;
- embarrassment, humiliation, anxiety, depression and sleeplessness;
- dehydration, hyponatremia, upper respiratory infections, immune system issues due to (among other causes) improper recovery and nutritional needs, gastro-intestinal discomfort or pain, diarrhea, constipation, heart attack and other heart-related symptoms, heat stroke, frost bite, blood in urine or other urinary tract issues, high ketone, protein and free radical counts, anemia, fatigue, weight loss, ear infection, dry skin, change in hair color, and exposure and adverse reactions to chlorine, pollution and other environmental hazards;
- saddle sores, neck and back pain, general soreness and aches, numbness of limbs related to bicycle and other causes, nipple pain from friction, groin/crotch and chest rashes, lacerations, blisters, bruises, broken bones, sprains, strains, trigger points and muscle adhesions, plantar fasciitis, tendinitis, bursitis and other inflammation and overuse injuries, contusions, concussions, loss of consciousness, blindness, amputation, brain damage, paralysis, coma and death;
- In women and girls: vulvar swelling, change in breast appearance and size, and yeast infections;
- In men and boys: penile numbness, prostatitis, swollen testicles, and impotence; and
- In adolescents: issues affecting normal physiological development.

Inherent Risks may result from many circumstances and causes, which include (but are not limited to) the following: weather and other events of nature such as lightning, rain, wind, ice, black ice, snow, sleet, poor visibility, rip tides and currents, and extreme cold, heat, humidity and dew point; automobile, bicycle and pedestrian traffic; dangerous road conditions; competing in groups where the Student may be knocked down, fallen upon, tripped, swum over, run over, kicked, hit or shoved; carelessness or mistake of the Student, Coach or other Coach or other TriLatino personnel, PhysEd Instructors, and other athletes, coaches or other individuals; faulty, damaged or misused equipment; conditions in facilities used for training or competing; glass, shells, rocks, loose boards, gopher holes, undulations, cliffs, streams, rivers and other similar natural and artificial surface hazards and terrain features; domesticated animals and wild animals in indoor and outdoor training and racing venues; and the Student's current or future predispositions to injury or death from Inherent Risks.

This foregoing is not exhaustive, either generally or with respect to gender- or adolescent-specific risks. If either Guardian or the Student has any question, s/he promises to consult her/his independent Health Care Professional before signing this Waiver & Release, and their signatures above and below indicate either that s/he has no such questions or has, in fact, consulted with her/his Health Care Professional, or has left such questions unanswered and has chosen to assume the risks (known or unknown, and whether foreseeable or unforeseeable to the Student and/or each Guardian) of doing so.

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**Covid-19 Supplemental Waiver**

This Supplemental Covid-19 Waiver & Release Agreement (this "**Covid Waiver**") is signed by the undersigned guardian (the "**Guardian**") of the undersigned minor athlete (the "**Athlete**") and delivered by them to TriLatino Triathlon Club, Inc. ("**TriLatino**") for the benefit of TriLatino and any other releasees named in any Antecedent Waiver (defined below). This Covid Waiver supplements and is incorporated into, and does not supersede, each and every effective prior waiver and release, by whatever named called and whether a stand-alone document or a provision in another document (each, an "**Antecedent Waiver**") given by the Athlete to and for the benefit of TriLatino and/or any and all other Releasees, whether prior or contemporaneous. In the event of any conflict between any provision in this Covid Waiver and any Antecedent Waiver, the

provision most favorable to TriLatino and/or any other Releasee (as applicable) shall govern. *Unless context clearly requires otherwise, wherever in this Covid Waiver the term "Athlete" is used, it shall mean the Athlete and her or his Guardian, together and individually, and/or the Guardian on behalf of the minor Athlete as the case may be reasonably implied or, in the event of any conflict, in the sole construction of the Club.*

Athlete acknowledges she/he is aware of the recent and current novel coronavirus pandemic ("Pandemic") and the associated governmental "*stay-at-home*" guidance and related health and law enforcement directives from governmental authorities in New York City, New York State, and other cities and states and the United States government ("Health Directives"). Athlete also acknowledges she/he is aware of the recent and current public demonstrations that have taken place in New York City and in other cities locally and throughout the United States, and that such demonstrations have ranged from peaceful protests and civil petitions for redress of governmental grievances, to violent outbreaks that have included arson, looting, physical assaults on people by other people, and death ("Civil Unrest").

Athlete further acknowledges that the State and City of New York and other cities and states and the United States government have each recently announced a loosening of certain Health Directive restrictions in order to return in incremental fashion to personal and commercial activities in the ordinary course.

This loosening of restrictions allows TriLatino to begin expanding its training services for which the Athlete has engaged TriLatino under separate contract. Such services may include in-person and/or remote coaching and training services for triathlon and other endurance sport and related activities.

Athlete further acknowledges that such loosening of restrictions is no guarantee of personal health or safety in matters related either to the Pandemic or Civil Unrest or otherwise. Athlete understands that any decision by TriLatino to expand its services as legally permitted by Health Directives at any time and from time to time does not constitute any guarantee by TriLatino or any other Releasee of personal health or safety in matters related either to the Pandemic or Civil Unrest or otherwise. Furthermore, no services provided to Athlete by TriLatino or any other Releasee constitutes or will constitute an undertaking or assumption by TriLatino or any other Releasee to provide personal health or safety services to or for the benefit of Athlete, whether related to the Pandemic, any Health Directives, Civil Unrest, or otherwise.

TriLatino reserves the right, from time to time and at any time, to impose restrictions on the athlete that exceed those required by any governmental authority in connection with the athlete receiving any TriLatino services. Such restrictions may include additional social distancing, the wearing of masks or other personal protective equipment, and otherwise. Athlete understands that any such restriction will be at the sole expense of the Athlete.

Athlete here by confirms, ratifies, and restates the assumption of all risks associated with the services provided by TriLatino, including but not limited to risks, whether foreseeable or unforeseeable and whether known or unknown to any person, related to the Pandemic, the Health Directives, Civil Unrest, and otherwise. Athlete hereby acknowledges that the determination by TriLatino to provide services to Athlete is not a representation or warranty that the risks from these or any other factors do not or will not exist or that they are or will be diminished in any respect.

Athlete hereby represents and warrants that she/he is and will abide by all Health Directives and similar requirements of TriLatino, and all other reasonable measures for her/his own health and safety and that of those around her/him in association with the receipt of TriLatino's services.

Any change in the Health Directives or in any other external circumstance related to the Pandemic, Civil Unrest, or otherwise, may result in TriLatino altering the nature and scope of services provided.

Athlete must execute, deliver, and abide by the terms in this Covid Waiver in order to continue receiving services from TriLatino. The only remedy available to Athlete in the event Athlete does not agree with the terms provided herein for the continuation of the receipt of services from TriLatino is to refrain from receiving the Services any further. Delivery of this executed Covid Waiver constitutes Athlete's acknowledgment of her/his determination to proceed with receipt of services, notwithstanding the associated risks, whether foreseeable or unforeseeable and whether known or unknown to any person. This Supplemental Covid-19 Waiver & Release Agreement may be executed by hand or electronically, as determined by TriLatino, and in either case will be fully enforceable as against the Athlete and in favor of the Club and any other person entitled to enforce this Covid Waiver & Release as against the Athlete. The laws of New York State (without giving effect to its conflicts-of-laws provisions) govern this Waiver & Release, and any dispute related to this Waiver & Release, of whatever kind or nature, may only be brought in the state or federal courts located in the County, City and State of New York, **and the Athlete waives any right to a trial by jury and claim of inconvenient forum, lack of personal or subject matter jurisdiction or any similar claim, in respect thereof.**

**EACH OF THE UNDERSIGNED HAS READ THE FOREGOING; HAS UNDERSTOOD IT; AND HAS EITHER RETAINED INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH EXECUTING AND DELIVERING THIS COVID WAIVER TO TRILATINO, OR HAS CHOSEN NOT TO AND ASSUMED ALL RISKS THEREOF (KNOWN AND UNKNOWN, AND FORESEEABLE AND UNFORESEEABLE, TO ANY PERSON) OF NOT DOING SO.**

[The signatures to this Supplemental Covid-19 Waiver are set forth on the following page.]

In witness whereof, the undersigned Guardian and Athlete each hereby signs this Covid Waiver, agreeing to be, and thereby becoming, forever legally bound to its provisions.

Signed: \_\_\_\_\_ (first Guardian) on \_\_\_\_\_ (date)

Signed: \_\_\_\_\_ (second Guardian, if any) on \_\_\_\_\_ (date)

Signed: \_\_\_\_\_ (the Athlete) on \_\_\_\_\_ (date)