

# CATALA FC MIAMI LLC SERVICE AGREEMENT AND WAIVER

This Service Agreement (“Agreement”) is entered into between **Catala FC Miami LLC** (hereinafter, “Catala FC Miami,” “we,” “us,” or “our”) and the undersigned parent(s) or legal guardian(s) of a participant registered through our online platform. By accepting this Agreement, you certify that you are the lawful parent or legal guardian of the child (“Participant” or “Child”) registered under your account and agree to the following legally binding terms:

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## 1. AUTHORIZATION AND PARTICIPATION

### 1.1 Parental Consent

I/We certify that I/We am/are the lawful parent(s) or legal guardian(s) of the Participant registered through Catala FC Miami’s online platform, and I/We have full legal authority to execute this Agreement on behalf of the Participant.

### 1.2 Authorization

I/We authorize the Participant to engage in all activities organized by Catala FC Miami, including training sessions, tournaments, camps, clinics, and other soccer-related events held on private fields, public parks, or other designated locations (“Activities”).

### 1.3 Physical and Mental Fitness Certification

I/We confirm that the Participant is in good physical and mental health, without any conditions that would endanger their well-being during the Activities. I/We agree to notify Catala FC Miami in writing of any medical, psychological, or behavioral conditions, allergies, or special needs prior to the commencement of any Activities.

### 1.4 Acknowledgment of Risks

I/We acknowledge that participation in soccer and related activities carries inherent risks, including but not limited to physical injuries (e.g., fractures, sprains), medical emergencies, environmental hazards, and emotional stress. I/We accept full responsibility for these risks on behalf of the Participant.

### 1.5 Public Parks Disclaimer

I/We acknowledge that while Catala FC Miami primarily operates on private soccer fields, some Activities may take place in public parks. I/We understand that Catala FC Miami is not responsible for any risks or hazards inherent to public spaces, including but not limited to uneven playing surfaces, environmental conditions, or third-party actions.

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## 2. MEDIA RELEASE AND USE OF LIKENESS

Participant and Parent/Guardian (a) understand and agree that the Participant may be filmed, televised, photographed, identified and may have their name, image, picture, likeness, voice, performance and biographical information (collectively the “Image”) otherwise captured, depicted or recorded and (b) consent to the use of the Participant’s Image by Catala FC Miami and their assignees and licensees (including, for the avoidance of doubt, broadcasters and commercial sponsors) at any time, for any purpose and in any manner without payment to, or the additional consent or notification of, Participant or Parent/Guardian.

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### 3. MEDICAL CONSENT AND EMERGENCY TREATMENT

#### 3.1 Authorization for Emergency Medical Treatment

I/We authorize Catala FC Miami's staff or representatives to seek emergency medical treatment for the Participant if I/We cannot be reached in a timely manner, including transport to a medical facility and administration of necessary emergency care.

#### 3.2 Medical Insurance Coverage

I/We understand and agree that Catala FC Miami does not provide medical insurance for Participants. Any medical expenses incurred as a result of participation in Activities are the sole responsibility of the parent(s) or legal guardian(s).

#### 3.3 Responsibility for Costs

I/We accept full responsibility for any and all costs related to medical care provided to the Participant during or as a result of the Activities, including ambulance services, hospital fees, and follow-up care.

#### 3.4 Indemnity

The undersigned Participant and Parent/Guardian agree to indemnify and hold harmless the Releasees from any liability, claims, damages, costs, expenses and attorneys' fees incurred by Catala FC Miami, or any of them, as a result of (a) their, or any person on their behalf, asserting any claims for which they have acknowledged and assumed risk under this Agreement and/or covered by the waiver and release herein; and (b) all claims and amounts related to legal and other actions brought against Catala FC Miami or its affiliates to the extent such claims are attributable to the negligence or willful misconduct of Participant or a violation or breach of this Agreement.

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### 4. PAYMENT TERMS, ATTENDANCE, AND REFUNDS

#### 4.1 Payment Obligations

All registration fees must be paid in full through [360player.com](https://360player.com) upon enrollment to confirm participation in the Activities.

#### 4.2 Attendance Rules

- If the Participant will be unable to attend a scheduled session, I/We agree to notify Catala FC Miami at least 48 hours prior to the session's start time.
- Requests for makeup sessions must be submitted to Catala FC Miami. The maximum number of makeups allowed is **one (1) every month**.

#### 4.3 Session Cancellation Policy

Classes may be canceled by Catala FC Miami only in cases of major storms involving lightning or heavy rain. The Company will notify participants of any cancellations and inform whether the session will be rescheduled.

#### 4.4 Refund Policy

- Refunds must be requested at least 48 hours prior to the start of a session.

No refunds will be provided after this deadline.

- For subscription-based programs, the Company will issue a prorated refund for any remaining unused portion of the paid amount.

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## 5. SAFETY, CONDUCT, AND SUPERVISION

### 5.1 Supervision Requirement

I/We agree to remain in the immediate vicinity of the training sessions to supervise the Participant or designate a responsible adult to do so. Catala FC Miami is not responsible for supervision outside scheduled Activities.

### 5.2 Conduct and Attire

The Participant must comply with all rules, instructions, and guidelines provided by Catala FC Miami staff. Proper sportswear and non-marking shoes are required for participation.

### 5.3 Prohibited Items

Toys, snacks outside designated areas, and non-secure footwear are not allowed during Activities. Catala FC Miami reserves the right to exclude participants from sessions if safety rules are not followed.

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## 6. ASSUMPTION OF RISK AND RELEASE OF LIABILITY

### 6.1 Acknowledgment of Risk

Physical activity, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the care taken to prevent or minimize the risk of harm. Catala FC Miami LLC program is for the sport of soccer and related activities such as strength training, running and other aerobic activities. Some of these activities involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, some involve potential contact with equipment, fixed objects (e.g. goals), other participants (including participants that are older or younger and who may be larger or smaller in terms of weight and height) and various surface types, and others involve sustained physical activity that places stress on the cardiovascular and nervous systems. The specific risks vary from one activity to another, but in each activity the risks range from (1) minor injuries such as cuts, bruises, muscle strains and sprains, to (2) major injuries such as broken or fractured bones, concussion or lost teeth, to (3) catastrophic injuries, such as heart attacks or fractured skull or those that cause disfigurement, loss of mental capacity, loss of sight, speech or hearing, paralysis or death.

### 6.2 Acceptance of All Risks

The undersigned Participant and Parent/Guardian acknowledge that risk of injury from the activities involved in Catala FC Miami LLC's program is significant, including the potential for concussions, other brain or head injuries and death. THE UNDERSIGNED PARTICIPANT AND PARENT/GUARDIAN, FOR THEMSELVES AND ON PARTICIPANT'S BEHALF, KNOWINGLY AND FREELY ASSUME ALL RISKS IN ANY WAY RELATING TO, ARISING FROM OR ASSOCIATED WITH THE PARTICIPANT'S PARTICIPATION IN ANY ACADEMY-RELATED ACTIVITIES, BOTH KNOWN AND UNKNOWN, even if arising from the negligence of the "Releasees" (as defined below) or others, and assume full responsibility for Participant's participation in Catala FC Miami LLC's program. **The undersigned Participant and Parent/Guardian acknowledge that Participant's participation in the Catala FC Miami program is without assumption of responsibility or risk of any kind by**

**Catala FC Miami, and Catala FC Miami makes no representations or warranties of any kind with respect to Participant's participation.**

### **6.3 Release and Waiver of Liability**

The undersigned Participant and Parent/Guardian, for themselves and on behalf of Participant, and the Participant's heirs, next of kin, personal representatives, successors and/or assigns, do hereby release and forever discharge Catala FC Miami, and each of their affiliated clubs, teams and companies, and any of their members, directors, officers, employees, volunteers, sponsors, independent contractors or agents (collectively, the "Releasees"), of and from any and all manner of action or actions, cause or causes of action, in law or in equity for indemnity or otherwise, liabilities, claims, demands, damages, losses, costs, or expenses, of any nature whatsoever, known or unknown, in any way relating to or arising from Participant's enrollment in or participation with Catala FC Miami ("Claims"). Without limiting the generality of the foregoing this waiver and release includes, but is not limited to, claims relating to personal injury, illness or death; damage to, or loss or theft of, property (including personal items, cars and money); the receipt of medical care or treatment for any physical or mental condition; use of facilities, services, premises and equipment; exposure to inclement weather; and involvement in accidents. The undersigned Participant and Parent/Guardian, for themselves and on behalf of Participant, further covenant, promise and agree not to sue or bring any action against the Releasees for any claims which are covered by the waiver and release set forth in this Agreement.

THE UNDERSIGNED PARTICIPANT AND PARENT/GUARDIAN ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT THEY ARE RELINQUISHING SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO PURSUE CLAIMS OR FINANCIAL RECOVERY FOR, AMONG OTHER THINGS, INJURIES OR ILLNESS INCURRED BY PARTICIPANT WHILE PARTICIPATING IN CATALA FC MIAMI LLC INCLUDING, BUT NOT LIMITED TO BRAIN OR HEAD INJURIES SUCH AS THOSE WHICH MAY BE ASSOCIATED WITH CONCUSSIONS AND SUBCONCUSSIVE BLOWS, REGARDLESS OF WHETHER SUCH INJURY OR ILLNESS RESULTS FROM THE INHERENT RISKS OF THE ACTIVITY OR FROM THE NEGLIGENCE OF THE RELEASEES.

### **6.4 COVID-19 and Communicable Diseases Acknowledgment**

I/We acknowledge the contagious nature of COVID-19 and other communicable diseases and assume all risks associated with exposure or infection.

### **6.5 Indemnification**

I/We agree to indemnify, save, defend, and hold harmless Catala FC Miami from any claims, losses, or liabilities arising from the Participant's involvement in Activities.

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## **7. GOVERNING LAW AND DISPUTE RESOLUTION**

### **7.1 Governing Law**

This Agreement is governed by the laws of the State of Florida.

### **7.2 Dispute Resolution**

Any disputes arising from this Agreement shall be resolved exclusively through mediation in Miami-Dade County, Florida. The prevailing party in any dispute shall be entitled to recover reasonable attorney's fees and costs.

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## **8. ACCEPTANCE**

By registering for Activities through [360player.com](https://360player.com), you confirm that:

1. You have read, understood, and accepted this Service Agreement and Waiver.
  2. You explicitly acknowledged acceptance of this Agreement by selecting the required acknowledgment checkbox during the registration process.
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## **9. PRIVACY POLICY AND DATA PROTECTION**

### **9.1 Data Collection**

I/We consent to the collection and use of personal data, including names, contact information, images, and recordings, for the administration and promotion of the Activities. Registration and payments for the Activities are processed through [360player.com](https://360player.com), which collects and manages this data in accordance with their privacy policy. Catala FC Miami may access this data solely for operational purposes related to the Activities.

### **9.2 Data Sharing**

Catala FC Miami may share data with trusted third-party providers, including [360player.com](https://360player.com), solely for organizational and promotional purposes. Personal data will not be sold or used outside these activities, and all shared data will be handled in compliance with applicable privacy laws.

### **9.3 COPPA Compliance**

Catala FC Miami complies with the Children's Online Privacy Protection Act (COPPA) and other applicable laws concerning the privacy of minors. Personal information about minors participating in Activities is collected with the consent of a parent or legal guardian and used solely for the purposes outlined in this Agreement.

#### **9.4 Parent/Guardian Rights**

- **Access and Correction:** Parents/guardians have the right to access and correct personal information about their child(ren) that Catala FC Miami holds. Requests for access or corrections can be submitted via email.
- **Withdrawal of Consent:** Parents/guardians may withdraw consent for the use of their child(ren)'s images in promotional materials by contacting Catala FC Miami. Once materials are published, Catala FC Miami cannot retract them but will refrain from using new images or recordings.

#### **9.5 Data Retention and Security**

Catala FC Miami implements appropriate safeguards to protect personal data. Despite these efforts, no system is entirely secure, and Catala FC Miami cannot guarantee absolute security. Personal data will be retained only as long as necessary to fulfill the purposes outlined in this Agreement or as required by law.

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**Last Updated:** February 9, 2025