

COVID-19 Travel Survey and Wellness Attestation for Visitors

Parent/Guardian Visitor Name: _____

Athlete (Minor) Visitor Name: _____

Phone No.: _____ Email: _____

To ensure the safety of our employees, visitors and the public, World Champions Centre (the “Company”) is taking steps to address COVID-19. As part of this effort, you are required to complete the Travel Survey and Attestation below prior to entering the Company’s facilities. After reviewing this form, the Company may require additional information or take other appropriate action, which may include not allowing you access to the Company’s facilities.

Travel Survey

In the **last 14 days**, have you or your child been on any cruise ship and/or traveled outside the State of Texas?

No Yes (List Cruise liner and / or State/Country visited):

Wellness Attestation

By signing below, on behalf of myself and my child, I confirm that all of the information on this Form is true and correct. On behalf of myself and my child, I further attest that (1) Neither I nor my child have experienced **any** of the following Coronavirus (COVID-19) flu-like symptoms in the last 14 days; (2) that neither I nor my child have been in close contact in the last 14 days with anyone who has exhibited such symptoms, has been diagnosed with COVID-19, or has been instructed by a healthcare provider to self-quarantine; (3) that neither I nor my child have been diagnosed with COVID-19 and are not still within a quarantine period as recommended by a healthcare provider; (4) and that me and my child will follow any recommendations State health officials make regarding our health status in consultation with our respective health care providers; and (5) that me and my child will follow all safety policies adopted by the Company including, but not limited to, the wearing of a face mask/face covering within the Company’s premises as well as social distancing requirements. On behalf of myself and my child, I acknowledge and agree that both myself and my child will be required to complete a temperature check and screening (collectively the “Screening”) voluntarily in order to enter the Company’s premises on each visit. On behalf of myself and my child, I understand and acknowledge that neither I nor my child will be granted access to the Company’s facilities if either I or my child record a temperature of 100.0 degrees Fahrenheit or greater. On behalf of myself and my child, I understand that the Screening is not diagnostic and does not create a patient/healthcare provider relationship with the Company. On behalf of myself and my child, I hereby authorize the Company to take both my and my child’s temperature reading, and ask questions regarding both my and my child’s potential exposure to, and symptoms associated with, respiratory illnesses such as COVID-19. The Company will maintain any related documentation in a confidential manner. By executing this Wellness Attestation, on behalf of myself and my child, I hereby certify the statements set forth herein on the date of certification and on each date my child and I arrive at the Company. On behalf of myself and my child, I acknowledge that it is my duty to revoke this certification as it relates to future dates in writing if I can no longer make the attestations contained herein either on behalf of myself or my child.

- Fever of 99.5° or higher
- Cough
- Shortness of breath, difficulty breathing, or fatigue
- Chills or repeated shaking with chills

- Runny nose
- Sore throat
- Muscle pain
- Diarrhea
- Headache
- Loss of taste or smell

Signature

Date

**Consent Release, Waiver of Liability, Assumption of Full Responsibility of Respiratory Illness
Including COVID-19, and Indemnity Agreement**

World Champions Centre (the “Company”) has made certain areas of its property available to visitors for events (“Events”). On behalf of myself and my child I understand that the Company exercises no control over the conduct of Events; however, because they occur on Company property, as a condition of attending Events, on behalf of myself and my child I must agree to the terms in this Assumption of Risk Agreement (“Agreement”). I understand that the Company may revoke its permission for either me or my child to attend Events and/or to be on Company property in its sole discretion at any time. I, the undersigned, on behalf of myself, my legal representatives, heirs and assigns (collectively “I” or “myself”) and on behalf of each of my minor children listed below, and their legal representatives, heirs and assigns (my “Child”) enter into this Consent Release, Waiver of Liability, Assumption of Full Responsibility of Respiratory Illness Including COVID-19, and Indemnity Agreement (“Agreement”) for the benefit of the Company and the owners, agents, employees, independent contractors, affiliates, successors and assigns (collectively the “Company”).

Acknowledgment of Risk. I HEREBY ACKNOWLEDGE ON BEHALF OF MYSELF AND MY CHILD THAT I AM KNOWINGLY AND VOLUNTARILY ATTENDING EVENTS WITH AN EXPRESS UNDERSTANDING THAT THE EVENTS MAY ENTAIL SOME RISKS, INCLUDING INHERENT AND UNFORESEEN RISKS, AND CAN BE HAZARDOUS, INVOLVING THE RISK OF ILLNESS, INJURY AND/OR DEATH, INCLUDING THE RISK OF CONTRACTING COVID-19. BY SIGNING THIS AGREEMENT AND PARTICIPATING IN EVENTS, I, ON BEHALF OF MYSELF AND MY CHILD, HEREBY AGREE TO ACCEPT AND EXPRESSLY ASSUME ANY AND ALL RISKS OF ATTENDING EVENTS, WHETHER KNOWN OR UNKNOWN AND WHETHER FORESEEN OR UNFORESEEN, INCLUDING BUT NOT LIMITED TO EXPOSURE TO THIRD PARTIES AND ANY ILLNESSES OR COMMUNICABLE DISEASES THEY MAY BE CARRYING, INCLUDING WITHOUT LIMITATION COVID-19; RISKS ATTENDANT TO ACTIVITIES UNDERTAKEN BY EVENT ORGANIZERS OR SPONSORS AT THE EVENT, OVER WHICH THE COMPANY HAS NO CONTROL; ALLERGIC REACTIONS TO FOOD SERVED AT EVENTS, THE AIR IN THE FACILITY, OR OTHER MATERIALS PRESENT AT EVENTS AND/OR ON COMPANY PREMISES; NEGLIGENCE OR INTENTIONAL MISCONDUCT OF OTHER PARTICIPANTS IN EVENTS OR THIRD PARTIES; LOSS OF OR DAMAGE TO PERSONAL PROPERTY; AND/OR MENTAL DISTRESS RESULTING FROM ANY OF THE ABOVE; AND ASSUME ALL ECONOMIC RISKS INCLUDING, BUT NOT LIMITED TO, PAYING FOR MEDICAL BILLS, THE RISK THAT I MAY LOSE INCOME OR BE INCAPABLE OF FULFILLING MY JOB RESPONSIBILITIES SHOULD I OR MY CHILD BECOME INFECTED, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE. I, ON BEHALF OF MYSELF AND MY CHILD, UNDERSTAND THAT THIS LIST OF POTENTIAL RISKS IS NOT COMPLETE. NONETHELESS, I VOLUNTARILY CHOOSE, ON BEHALF OF MYSELF AND MY CHILD, TO ATTEND EVENTS, AND, ON BEHALF OF MYSELF AND MY CHILD, I EXPRESSLY ASSUME ALL RISKS OF EVENTS ME OR MY CHILD ATTEND, WHETHER DESCRIBED ABOVE, WHETHER KNOWN OR UNKNOWN, AND WHETHER INHERENT OR OTHERWISE, NOTWITHSTANDING ANY ACTIONS OR INACTIONS TAKEN BY THE COMPANY. ON BEHALF OF MYSELF AND MY CHILD, I UNDERSTAND THAT THE COMPANY HAS NO DUTY TO PROVIDE ME OR MY CHILD WITH MEDICAL CARE OR TREATMENT, OR TO COMPENSATE ME OR MY CHILD FOR ANY MEDICAL CARE OR TREATMENT, I OR MY CHILD MAY NEED AS A RESULT OF MY OR MY CHILD’S DECISION TO ATTEND EVENTS. FURTHER STILL, ON BEHALF OF MYSELF AND MY

CHILD, I UNDERSTAND AND ACKNOWLEDGE THAT THE COMPANY, BY TAKING STEPS THAT IT DEEMS REASONABLE, IS NOT ASSUMING ANY DUTIES TO ME, MY CHILD, OR ANYONE RELATED TO ME OR MY CHILD.

Release of Claims; Indemnification. **AS CONSIDERATION FOR THE COMPANY ALLOWING MY CHILD'S PARTICIPATION IN THE EVENTS, ON BEHALF OF MYSELF AND MY CHILD I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, THAT EITHER I OR MY CHILD MAY HAVE AGAINST THE COMPANY, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, SHAREHOLDERS, MEMBERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF PERSONAL INJURY, WRONGFUL DEATH, NEGLIGENCE, AND/OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY OR MY CHILD'S ATTENDANCE AT EVENTS, WHETHER ARISING OUT OF THE NEGLIGENCE OF THE COMPANY OR ANY RELEASEES OR OTHERWISE. THIS INCLUDES ANY ALLEGED FAILURE ON ANY RELEASEES' PART TO TAKE REASONABLE STEPS TO SAFEGUARD ME OR MY CHILD OR MY OR MY CHILD'S PROPERTY FROM THE RISKS AND HAZARDS OF EVENTS ME AND MY CHILD ATTEND. ON BEHALF OF MYSELF AND MY CHILD, I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE COMPANY OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS. ON BEHALF OF MYSELF AND MY CHILD, I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY AND ALL OTHER RELEASEES AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, RELATED TO MY OR MY CHILD'S ATTENDANCE AT EVENTS.**

Enforceability and Governing Law. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of laws principles. In the event of a dispute, the exclusive venue and jurisdiction for any lawsuit arising out of such dispute shall be the state court of Montgomery County, or the federal courts located in Houston, Texas.

THIS DOCUMENT IS INTENDED TO BE AND IS A BINDING AGREEMENT THAT EFFECTS MY RIGHTS AND MY CHILD'S RIGHTS AND MY ABILITY TO HOLD OTHERS RESPONSIBLE/LIABLE FOR ANY DAMAGES, INJURIES, OR CLAIMS I OR MY CHILD MAY OTHERWISE HAVE.

BY SIGNING BELOW, ON BEHALF OF MYSELF AND MY CHILD I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS ON BEHALF OF MYSELF AND MY CHILD, INCLUDING THE RIGHT TO SUE THE COMPANY, WITHOUT ANY INDUCEMENT, DURESS, UNDUE INFLUENCE, ASSURANCE, OR GUARANTEE BEING MADE TO ME. ON BEHALF OF MYSELF AND MY CHILD, I COMPLETELY AND UNCONDITIONALLY RELEASE ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name

Signature

Date

Athlete Name (Minor)

Athlete Name (Minor)

Athlete Name (Minor)

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Consent Release, Waiver of Liability, Assumption of Full Responsibility of Respiratory Illness Including COVID-19, and Indemnity Agreement.

Printed Name of Parent or
Legal Guardian

Signature

Date