WE MANAGEMENT GROUP, LLC
Doing Business As: The WE Facility
MASTER WAIVER OF LIABILITY, ASSUMPTION OF RISK, RELEASE OF CLAIMS, INDEMNIFICATION, PHOTO/VIDEO RELEASE & ARBITRATION AGREEMENT

Business Address: 4671-C Las Positas Road, Livermore, CA 94551
And any other location where WE Management Group, LLC conducts business

VISION

We believe in individual excellence, discipline, accountability, and holistic development. Our goal is to empower athletes, families, and community members through structured training, competition, mentorship, and intentional growth in a safe and supportive environment.

MISSION

To provide basketball training, athletic performance development, leagues, tournaments, camps, clinics, youth programs, facility rentals, and community events for participants of all ages and abilities.

APPLICABILITY & SCOPE

This Agreement applies to all participants, spectators, parents, guardians, coaches, officials, volunteers, guests, invitees, and any other persons present at or participating in any program, event, tournament, league, camp, clinic, open gym, rental, or activity conducted, hosted, sanctioned, or permitted by WE Management Group, LLC, whether onsite or offsite.

DESCRIPTION OF ACTIVITIES

Activities include, without limitation, basketball training and instruction; leagues, tournaments, showcases, camps, clinics, open gym; strength, speed, agility, conditioning, and performance training; youth development programming; facility rentals; special events; and use of all related facilities, equipment, walkways, restrooms, parking areas, and surrounding premises (collectively, the “Facilities”).

ACKNOWLEDGMENT OF INHERENT RISKS

I understand that participation in or attendance at athletic and recreational activities involves inherent risks that cannot be eliminated regardless of care taken. These risks include, but are not limited to: slips, falls, collisions; contact with other participants, spectators, staff, or objects; being struck by balls or equipment; equipment malfunction; imperfect playing surfaces; heat-related illness; dehydration; over-exertion; careless or reckless conduct of others; and errors in judgment or supervision. These risks apply equally to participants and spectators.

MEDICAL RECOMMENDATION & HEALTH STATUS

I acknowledge that participants should consult a physician before participating. I affirm that the participant has no known medical condition that would make participation unsafe and agree to immediately cease participation and notify WE of any injury, illness, or unsafe condition.

ASSUMPTION OF RISK

I knowingly, voluntarily, and expressly assume all risks, both known and unknown, foreseeable and unforeseeable, associated with participation in or attendance at WE Activities, including the risk of serious injury, permanent disability, paralysis, or death.

WAIVER & RELEASE OF LIABILITY

In consideration of being permitted to participate in or attend WE Activities, I, on behalf of myself and/or the minor participant, hereby waive, release, discharge, and covenant not to sue WE Management Group, LLC dba The WE Facility, including its owners, officers, directors, members, managers, employees, coaches, officials, agents, volunteers, contractors, affiliates,

successors, assigns, and equipment suppliers (collectively, the “Releasees”), from any and all claims, demands, causes of action, damages, losses, costs, or liabilities of any kind, including those arising from ordinary negligence, to the fullest extent permitted by California law.

MINORS & PARENT/GUARDIAN AGREEMENT

If signing on behalf of a minor, I certify that I am the parent or legal guardian and have authority to execute this Agreement on the minor’s behalf. I further agree to indemnify, defend, and hold harmless the Releasees from any claims brought by or on behalf of the minor.

INDEMNIFICATION

I agree to indemnify, defend, and hold harmless the Releasees from any claims, damages, or liabilities arising from my or the participant’s conduct, participation, or presence at WE Activities, except where prohibited by law or caused by WE’s willful misconduct.

MEDICAL AUTHORIZATION & EMERGENCY CARE

I authorize WE to secure emergency medical treatment and transportation if deemed necessary. I understand WE does not provide on-site medical personnel and agree to assume all associated costs.

RULES, SUPERVISION & SAFETY AUTHORITY

I agree to follow all posted rules and staff instructions. I acknowledge that staff presence does not guarantee supervision and that WE may limit or terminate participation or attendance for safety or conduct reasons.

SPECTATOR ACKNOWLEDGMENT

I understand that spectating involves inherent risks, including being struck by balls or participants, falls, or collisions in crowded areas, and I voluntarily assume all such risks.

PHOTO / VIDEO & RIGHT OF PUBLICITY

I grant WE the irrevocable right to photograph, record, and use my or the participant’s image, likeness, name, and voice for marketing, promotional, educational, or operational purposes without compensation.

DATA COLLECTION NOTICE

I acknowledge that WE may collect personal, performance-related, and operational data for training, safety, evaluation, and program improvement purposes.

REPORTING HARASSMENT, ABUSE & SAFETY CONCERNS

Any observed or experienced harassment, abuse, neglect, or unsafe conduct must be reported immediately to WE staff or management.

PROPERTY DISCLAIMER

WE is not responsible for lost, stolen, or damaged personal property.

LEGAL TERMS

This Agreement constitutes the entire agreement; is governed by California law; venue is Alameda County, California; disputes shall be resolved through good-faith mediation and binding arbitration; and if any provision is unenforceable, the remainder shall remain in effect. This Agreement is continuous and applies to all future WE Activities unless revoked in writing.

ACKNOWLEDGMENT & SIGNATURE

By signing below, I acknowledge that I have read, understood, and voluntarily agreed to this Waiver of Liability, Assumption of Risk, Release of Claims, and Arbitration Agreement with full knowledge of its legal effect.

Participant / Spectator Name: _____

Minor Participant Name (if applicable): _____

Parent / Guardian Name (if minor): _____

Signature: _____ Date: _____