



WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

The undersigned PARTICIPANT and Parent(s) or Guardian(s) of PARTICIPANT are signing this agreement for and in consideration of PARTICIPANT and Parent(s) or Guardian(s) being permitted to enter the premises and to participate in any events and activities occurring at the 98 Sports Premises located at 98 LaCrue Ave Glen Mills, PA 19342 (the "Premises") and/or activities incidental to these, wherever and however they occur. PARTICIPANT and Parent(s) or Guardian(s) acknowledge and understand that this Agreement constitutes a material part of the decision to allow PARTICIPANT parent(s) or Guardian(s) to enter the Premises and to participate in an Activity, and constitutes a material part of the pricing and cost to Participant and Parent(s) or Guardian(s) of such Activity for participants and spectators alike.

RELEASEES, as used herein, includes 98 Sports, LLC, the owner of the Premises, their members, employees and agents, its directors, officers, employees, partners, shareholders, members, tenants, licensees, concessionaires, subsidiaries, affiliates, successors, assigns, coaches, officials, referees, sponsors, advertisers, and as to each of them, their officers, directors, agents, and employees.

1. **Activities.** For purposes of this Agreement, the Activities shall include but not be limited to the following entertainment, sporting and recreational activities, either collectively or individually:

Camps/Clinics, Fitness/Exercise, Lacrosse, Parties, Soccer, Other Sports, Recreational Activities.

2. **IMPORTANT: Release and Waiver of Liability.** PARTICIPANT and Parent(s) or Guardian(s) hereby release and holds RELEASEES, harmless from all liability to PARTICIPANT and Parent(s) or Guardian(s), their personal representatives, assigns, heirs, and next of kin for any loss or damage, and forever give up any claims or demands therefor, on account of injury to PARTICIPANT'S and/or Parent's(s') or Guardian's(s') person or property, including injury leading to the death of PARTICIPANT or Parent(s) or Guardian(s), whether caused by active or passive negligence of RELEASEES or otherwise, to the fullest extent permitted by law, while PARTICIPANT and Parent(s) or Guardian(s) is in, upon or about the Premises or using any of RELEASEES' facilities, services or equipment or participating in Activities on the

Premises.

The intent of this Release is to bar all lawsuits for personal injuries arising out of PARTICIPANT's and Parent's(') or Guardian's(') use of the Premises.

3. Assumption of Risk. PARTICIPANT and Parent(s) or Guardian(s) acknowledge, understand, and assume all risks inherent in the Activities at the Premises, and understand that the Activities involve significant risks (e.g. collisions with sticks, other players and objects, slippery floors and flying balls) to PARTICIPANT'S property and person, including serious bodily injury, permanent partial or total disability, permanent paralysis, and death, and damages which may result, and that the undersigned have full knowledge of said risks. These risks and dangers may be caused by the negligence of the PARTICIPANT or the negligence of others, including the RELEASEES. It is further acknowledged that there may be risks and dangers not known to RELEASEES, to us, or are not reasonably foreseeable at this time.

PARTICIPANT and Parent(s) or Guardian(s) are assuming the risk of personal injury and are waiving any and all claims for personal injury.

4. Premises' Condition. PARTICIPANT and Parent(s) or Guardian(s) acknowledge, understand, and assume the risks, if any, arising from the condition and use of the facilities at the Premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action, arising from the performance, or failure to perform maintenance, inspection, repair, supervision, or control of the Premises and for the failure to warn of dangerous conditions existing at the Premises, for negligent selection or employment of certain RELEASEES, or negligent supervision or instruction by RELEASEES.

5. Products. PARTICIPANT and Parent(s) or Guardian(s) acknowledge, understand, and assume the risks, if any, arising from the purchase of any product at the Premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action, arising from injury or damage to PARTICIPANT'S property and person, including bodily injury, partial or total disability, permanent paralysis, and death, and damages which may result from the purchase or use of such products, and that the undersigned have full knowledge of said risks.

6. Covenant Not To Sue. PARTICIPANT and Parent(s) or Guardian(s) acknowledge, understand, and agree that by signing this Agreement, PARTICIPANT and Parent(s) or Guardian(s) voluntarily waive their right to, and will be precluded from, suing or otherwise bringing a Claim against any of the RELEASEES, for any loss or damage relating or pertaining to any property loss, personal injury or death the PARTICIPANT and/or Parent(s) or Guardian(s) may sustain while present as spectator or participant on the Premises, whether or not such loss or injury is caused solely or in part by the negligence, INCLUDING ORDINARY NEGLIGENCE AND GROSS NEGLIGENCE, or fault of any of the RELEASEES. Should PARTICIPANT or Parent(s) or Guardian(s) breach this Agreement by commencing a lawsuit or by otherwise bringing a Claim against any of the RELEASEES, PARTICIPANT and Parent(s) or Guardian(s) shall be liable for all of RELEASEES' reasonable attorney's fees incurred in defending such action.

7. Indemnity for Third Party Suits. PARTICIPANT and Parent(s) agree if any Claim is commenced against RELEASEES by any third party for property loss, personal injury or death caused by PARTICIPANT or Parent(s) or Guardian(s) to such third party, PARTICIPANT and Parent(s) or Guardian(s) shall defend, indemnify, and save harmless RELEASEES from any and all such third party Claims, including all attorneys' fees.

8. Damage to Premises. PARTICIPANT and Parent(s) or Guardian(s) agree that if any property damage to the Premises is caused by PARTICIPANT or Parent(s) or Guardian(s) (either negligently or through reckless or willful acts such as vandalism), PARTICIPANT and Parent(s) shall defend and indemnify RELEASEES for the monetary amount of any loss, damage or liability and cost of repair and shall be responsible for RELEASEES' legal fees if suit is brought to enforce this Agreement.

9. Representations. PARTICIPANT and Parent(s) or Guardian(s) represent and warrant that: a) PARTICIPANT is physically fit and able to participate the Activities; and b) PARTICIPANT and Parent(s) or Guardian(s) are fully covered by adequate health and liability insurance coverage, and PARTICIPANT and Parent(s) or Guardian(s) agree that it shall be their sole responsibility to obtain and maintain such insurance coverage with respect to personal injuries, property damage, or wrongful death, which may result from or occur during PARTICIPANT'S and Parent(s)' presence at the Premises.

10. Emergency Treatment. PARTICIPANT and Parent(s) or Guardian(s) agree that in the event that PARTICIPANT or Parent(s) or Guardian(s) sustains an injury or illness while PARTICIPANT or Parent(s) or Guardian(s) is present at the Premises, we give permission for PARTICIPANT or Parent(s) or Guardian(s) to be given medical treatment as deemed appropriate or to be transported to an appropriate medical facility. The undersigned assume responsibility for all bills incurred by PARTICIPANT or Parent(s) or Guardian(s) for such transportation and medical treatment. We further acknowledge that RELEASEES are hereby released from any liability whatsoever, including liability for ordinary negligence, gross negligence or any other legal theory, arising out of the administration of medical assistance to PARTICIPANT or Parent(s) or Guardian(s) or the transportation of PARTICIPANT or Parent(s) or Guardian(s) to a medical facility.

11. Promotional Use. PARTICIPANT and Parent(s) or Guardian(s) agree that RELEASEES shall have full permission to photograph and videotape them while they are present on the Premises and to use such photographs and videotapes as and with promotional materials.

PARTICIPANT or Parent(s) or Guardian(s) release and relinquish any and all claims, including ownership, regarding these photographs and videotapes which may contain the likeness(es) of PARTICIPANT or Parent(s) or Guardian(s).

12. Governing Law. PARTICIPANT and Parent(s) or Guardian(s) expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed

that the balance shall, notwithstanding, continue in full legal force and effect.

13. **Complete Agreement.** PARTICIPANT and Parent(s) or Guardian(s) have read the complete contents of this Agreement, including the Release and Waiver of Liability and Indemnity for Third Party Suits and agree that this Agreement contains the entire agreement between the parties hereto, that no other agreements, representations or other matters, oral or written, shall be deemed to bind the parties hereto. This Agreement may only be amended by a writing signed by the parties here.

PARTICIPANT AND PARENT(S) ACKNOWLEDGE THEY HAVE READ THE ABOVE PARAGRAPHS AND HAVE NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS OF RELEASEES NOT IN THIS AGREEMENT, THAT THEY ARE FULLY AWARE OF AND HAVE BEEN ADVISED OF THE POTENTIAL DANGERS OF ACTIVITIES AT THE PREMISES, ARE FREE INSTEAD TO PATRONIZE ALTERNATIVE FACILITIES THAT COMPETE WITH THE PREMISES, AND THEY SIGN THIS DOCUMENT VOLUNTARILY OF THEIR OWN FREE WILL.

In summary:

- 1. In enrolling at 98 Sports, participant understands that he/she attending the programs and using 98 Sports and the facilities and does so at his/her own risk. 98 Sports and its owners, employees or agents, shall not be liable for any damage whatsoever arising from any personal injury or property loss sustained by participant with his/her family in or about any programs on the Premises.**
- 2. Participants and parent(s) or guardian(s) assume full responsibility for all injuries and damages which occur in or about any programs on the premises, He/She does hereby fully and forever release discharge and hold harmless 98 Sports, all associated facilities and its owner, employees, and agents from any and all claims, demands, damages or rights of action, present or future resulting from any person's participation in any programs or use of the facility.**
- 3. In addition, he/she agree(s) to follow the rules of conduct and play set by 98 Sports. Failure to do so may result in suspension from participation.**
- 4. Medical Consent: I the undersigned parent or guardian/participant do hereby grant authority to the staff at 98 Sports to render a judgment concerning medical assistance or hospital care in the event of an accident or illness during my absence.**
- 5. I do hereby authorize 98 Sports and its assigns to utilize any and all photographs, pictures or other likeness of me or anyone assigned guardianship to me, as they deem appropriate in its promotional materials or team films.**

ATTENTION: DO NOT SIGN THIS AGREEMENT UNTIL YOU READ THE ENTIRE AGREEMENT. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ IT IN ITS ENTIRETY.

Participant Signature: _____ Date: _____

Participant Name Print: _____ Birthdate: _____

Address: _____

Telephone: _____ Email _____

IF PARTICIPANT IS 17 YEARS OF AGE OR YOUNGER, THE UNDERSIGNED EXECUTE THIS ON BEHALF OF THE PARTICIPANT. IF ONLY ONE PARENT OR AUTHORIZED GUARDIAN HAS EXECUTED THIS AGREEMENT, SUCH PARENT OR AUTHORIZED GUARDIAN HEREBY REPRESENTS THAT ALL OTHER INDIVIDUALS WHO ARE A PARENT OR AUTHORIZED GUARDIAN OF THE PARTICIPANT WHO HAVE NOT EXECUTED THIS AGREEMENT HAVE AUTHORIZED THE PARENT EXECUTING THIS AGREEMENT TO DO SO ON BEHALF OF AND AS AGENT FOR ALL OTHER INDIVIDUALS WHO ARE PARENTS OR AUTHORIZED GUARDIANS OF THE PARTICIPANT.

ATTENTION: DO NOT SIGN THIS AGREEMENT UNTIL YOU READ THE ENTIRE AGREEMENT. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ IT IN ITS ENTIRETY.

Mother's Signature: _____ Date: _____

Mother's Name (Print) _____

Father's Signature _____ Date: _____

Father's Name (Print) _____

Guardian's Signature _____ Date: _____

Guardian's Name (Print) _____