



## WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

PS2 Athletic Facility, LLC, doing business as PS2 Athletics ("PS2 Athletics"), is a sports performance, facility rentals, indoor sports leagues and personal training facility located at 321 Hamburg Turnpike, Wayne, NJ 07470 ("PS2 Athletics Facility").

I am executing this **Waiver of Liability, Release, Assumption of Risk and Indemnification Agreement** ("Agreement") in order to induce **PS2 Athletics** to permit Participant's use of said facilities and equipment, and participation in said programs and activities; and in consideration for **PS2 Athletics**' permission for Participant to use **PS2 Athletics**' sports performance and personal training facilities and equipment and to participate in **PS2 Athletics**' athletic programs and activities; and, intending to legally bind myself, Participant, and any other parent or legal guardian of Participant and our heirs, executors, personal representatives, assigns and estates, and I hereby acknowledge, warrant and agree to the following:

**1. Authority and Permission.** As the parent or legal guardian of Participant, I have the authority to execute this Agreement on his/her behalf, and on behalf of any other parent or legal guardian of Participant, and I hereby grant my permission for Participant to use **PS2 Athletics**' sports performance and personal training facilities and equipment ("PS2 Athletics Facilities"), and to participate in **PS2 Athletics**' athletic programs and activities ("PS2 Athletics' Activities").

**2. Health of Participant.** I hereby warrant and covenant that Participant has had a physical examination within the past year, and that (a) he/she is physically fit and able to participate in **PS2 Athletics**' Activities and to use **PS2 Athletics**' Facilities; (b) he/she suffers from no medical condition or illness that may hinder, impede, interfere with or adversely affect his/her ability to participate in **PS2 Athletics**' Activities or to use **PS2 Athletics**' Facilities; and (c) he/she suffers from no medical condition or illness that may be exacerbated, aggravated, triggered, or otherwise affected, by his/her participation in **PS2 Athletics**' Activities or use of **PS2 Athletics**' Facilities.

**3. Acknowledgement of Risk.** On behalf of myself, Participant, and any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge that: (a) Participant's use of **PS2 Athletics**' Facilities and participation in **PS2 Athletics**' Activities creates a potentially dangerous situation in which my child's property is at risk for damage, and my child is at risk for serious emotional and physical or bodily injury, including the potential for broken bones, severe injuries to the head, neck and back, partial or permanent disability, temporary or permanent paralysis, and death ("Risks"), despite measures to reduce, minimize or eliminate these Risks;

(b) The Risks associated with Participant's use of **PS2 Athletics**' Facility and participation in **PS2 Athletics**' Activities may be due to, among other things: (i) Participant's use of **PS2 Athletics**' Facility and participation in **PS2 Athletics**' Activities; (ii) another person's use of **PS2 Athletics**' Facility and participation in **PS2 Athletics**' Activities, including **PS2 Athletics**' employees or agents; (iii) Participant's health or medical condition, which may be exacerbated, aggravated, triggered, or otherwise affected, by his/her use of **PS2 Athletics**' Facility and participation in **PS2 Athletics**' Activities; (iv) the maintenance, inspection, repair, supervision or control of **PS2 Athletics**' sports performance and personal training facility and equipment, or the failure to maintain, inspect, repair, supervise or control **PS2 Athletics**' sports performance and **PS2 Athletics** Facility, or in the **PS2 Athletics** Facility; (v) the failure to warn of a dangerous condition existing at the **PS2 Athletics** Facility, or associated with the use of **PS2 Athletics**' Facility and participation in **PS2 Athletics**' Activities; (vi) the instruction, acts, omissions, recommendations, advice, care and/or treatment provided by an employee or agent of **PS2 Athletics**; and (viii) some other risk or other danger that is not reasonably foreseeable at this time; and (c) These Risks may be caused, exacerbated or aggravated by Participant's own action or inaction, and/or the action or inaction of another.

**4. Assumption of Risk.** On behalf of myself, Participant and any other parent or guardian of Participant, I hereby understand, agree and acknowledge that the list of Risks identified in **PS2 Athletics**' Facilities and participation in **PS2 Athletics**' Activities. Furthermore, on behalf of myself, Participant and any other parent or legal guardian of Participant, and on behalf of our heirs, executors, personal representatives, assigns and estates, I hereby knowingly and voluntarily assume and accept all Risks of injury, death, illness, disease, and damage to property, inherent in, associated with or arising from Participant's use of **PS2 Athletics**' Facility and participation in **PS2 Athletics**' Activities, as specified herein, and as may otherwise arise or result therefrom, and I hereby knowingly and voluntarily, forever release, discharge and agree to hold harmless **PS2 Athletics**, and its members, owners, employees, officers, agents, representatives, heirs, successors and assigns, from any and all claims, demands, or causes of action, which are in any way connected with Participant's use of **PS2 Athletics**' Facilities and participation in **PS2 Athletics**' Activities ("Claim(s)"), including any such Claims which allege a negligent act or omission of or by **PS2 Athletics**; and to indemnify **PS2 Athletics**, and its members, owners, employees, officers, agents, representatives, heirs, successors and assigns, for any and all costs, charges or expenses, including reasonable attorneys' fees, incurred in connection with any said Claim.

**5. Insurance Coverage.** On behalf of myself and on behalf of Participant, I hereby covenant, warrant and represent: (a) that Participant is fully protected by health **PS2 Athletics**' Facility and participation in **PS2 Athletics**' Activities ("Participant's Injuries"); (b) that I shall continue to maintain and shall be responsible for maintaining such health insurance coverage at all times during Participant's use of **PS2 Athletics**' Facility and participation in **PS2 Athletics**' Activities; and (c) that I shall bear and be liable for any and all medical, hospital or related costs, damages, losses, and expenses incurred by as a result of Participant's Injuries.

**6. Covenant Not to Sue and Agreement to Indemnify.** On behalf of myself, Participant and on behalf of any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge that by signing this Agreement, we are each voluntarily waiving any right to, and will be precluded from, suing or otherwise bringing any lawsuit, cause of action, or Claim (as defined herein) against **PS2 Athletics**, and its members, owners, employees, officers, agents, representatives, heirs, successors and assigns, for any losses, injuries or damages in connection with, or pertaining to, any personal injury, property loss or death, suffered or sustained by Participant in connection with his/her use of **PS2 Athletics**' Facility and participation in **PS2 Athletics**' Activities, whether or not such losses, injuries or damages are caused solely or, in part, by the negligence, including ordinary negligence and gross negligence, recklessness, carelessness or fault of **PS2 Athletics**, or its members, owners, employees, officers, agents, representatives, successors, assigns and customers. Furthermore, on behalf of myself, Participant and any other parent or legal guardian of Participant, I hereby covenant, warrant and agree that should any of us, or the heirs, representatives, assigns or estates of any of us, breach this Agreement by commencing a lawsuit, or by otherwise bringing a Claim against **PS2 Athletics**, and/or its members, owners, employees, officers, agents, representatives, heirs, successors and assigns, as a result of a Participant's use of **PS2 Athletics**' Facility and participation in **PS2 Athletics**' Activities, pursuant to this Agreement, we shall be individually and jointly liable to **PS2 Athletics** for any and all costs, damages, losses, and expenses, including judgments, fines, settlements, punitive damages and attorneys' fees, arising from any such threatened, pending or instituted Claim, whether civil, criminal, administrative or arbitral, and any appeal to such a Claim.

**7. Damage and Injury Caused by Participant.** On behalf of myself, Participant and any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge that if Participant, in connection with his/her use of **PS2 Athletics**' Facility and participation in **PS2 Athletics**' Activities: (a) damages, harms or destroys, or causes any damage, harm or destruction to the **PS2 Athletics** Facility, or to any of the equipment, fixtures, assets or property contained therein ("Damage by Participant"); or (b) harms, injures or causes the death of another person, through a negligent, careless, reckless or willful act ("Injury by Participant"), I hereby covenant, warrant and agree that we shall be fully and completely liable and responsible for: (i) the monetary amount of any and all costs, damages, losses, and expenses resulting from such Damage by Participant; (ii) the cost to repair or replace any equipment, fixtures, assets or property in or a part of the **PS2 Athletics** Facility resulting from such Damage by Participant; and (iii) any and all medical, hospital or related expenses, and other costs, damages, losses, and expenses incurred by another person as a result of such Injury by Participant. Furthermore, on behalf of myself, Participant and any other parent or legal guardian of Participant, we hereby covenant, warrant and agree to completely defend, indemnify and hold **PS2 Athletics**, and its members, owners, employees, officers, agents, representatives, successors and assigns, harmless for any and all costs, damages, losses, and expenses, including judgments, fines, settlements, punitive damages and attorneys fees, arising from any threatened, pending or instituted Claim, whether civil, criminal, administrative or arbitral, and any appeal to such a Claim, in which **PS2 Athletics**, or any of its members, owners, employees, officers, agents, representatives, successors and assigns, is joined as a party, or threatened to be joined as a party, resulting from, or in connection with, any such Damage by Participant or Injury by Participant.

**8. Emergency Treatment.** On behalf of myself, Participant and on behalf of any other parent or legal guardian of Participant, I hereby covenant, warrant and agree that if Participant, in connection with his/her use of **PS2 Athletics**' Facility and participation in **PS2 Athletics**' Activities, sustains an injury or illness, and I am not present or am not able to be reached via the telephone, we hereby give our permission for Participant to be given medical treatment as deemed appropriate and necessary under the circumstances, and/or to be transported to an appropriate medical facility. On behalf of myself, Participant and on behalf of any other parent or legal guardian of Participant, we hereby further covenant, warrant and agree to assume responsibility for all costs, charges and expenses associated with such medical treatment and transportation for Participant; and to completely defend, indemnify and hold **PS2 Athletics**, and its members, owners, employees, officers, agents, representatives, successors and assigns, harmless for any and all costs, damages, losses, and expenses, including judgments, fines, settlements, punitive damages and attorneys fees, arising from any threatened, pending or instituted Claim, whether civil, criminal, administrative or arbitral, and any appeal to such a Claim, in which **PS2 Athletics**, or any of its members, owners, employees, officers, agents, representatives, successors and assigns, is joined as a party, or threatened to be joined as a party, resulting from, or in connection with, the administration of medical treatment, assistance or care to Participant, or the transportation of Participant to a medical facility, as permitted hereunder.

**9. Protective Gear.** I agree that I or Participant will wear approved protective gear as decreed by the governing body of the sport I am participating in. However, protective gear cannot guarantee the participant's safety. I further agree that a helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck, or spinal cord.

**10. Photo/Video Release:** I give PS2 the right to use photos or videos of me and/or my child in promotional material & publicity efforts.

**10. Governing Law.** On behalf of myself, Participant and on behalf of any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge that this Agreement is intended to be construed under the laws of the State of New Jersey, as broadly and inclusively as is permitted thereby; and that if any portion or provision of this Agreement shall be held invalid, illegal or unenforceable, this shall not affect the validity or enforceability of any other provision of this Agreement.

**11. Acknowledgements.** On behalf of myself, Participant and any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge:

(A) THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT; (B) THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT, AND AGREE TO BE BOUND BY ITS TERMS; (C) THAT I HAVE NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS MADE BY OT SPORTS, OR ANY OF ITS MEMBERS, OWNERS, EMPLOYEES, OFFICERS, AGENTS OR REPRESENTATIVES; (D) THAT I AM FULLY AWARE OF, AND HAVE BEEN ADVISED OF THE POTENTIAL RISKS CONNECTED WITH PARTICIPANT'S USE OF OT SPORT'S FACILITY AND PARTICIPATION IN OT SPORT'S ACTIVITIES AND; (E) THAT I AM SIGNING THIS DOCUMENT VOLUNTARILY, AND OF MY OWN FREE WILL. **IF ONLY ONE PARENT OR GUARDIAN EXECUTES THIS AGREEMENT ON BEHALF OF PARTICIPANT WHO IS UNDER 18 YEARS OF AGE, THEN THE UNDERSIGNED PARENT OR GUARDIAN OF THE PARTICIPANT HEREBY COVENANTS, WARRANTS, REPRESENTS AND AGREES THAT HE OR SHE IS EXECUTING THIS AGREEMENT ON BEHALF OF, AND AS AGENT FOR, ANY OTHER INDIVIDUAL WHO MAY BE A PARENT OR GUARDIAN OF THE PARTICIPANT, AND THAT BY EXECUTING THIS AGREEMENT, THE UNDERSIGNED IS BINDING HIMSELF/HERSELF, THE PARTICIPANT, AND ANY OTHER PARENT OR GUARDIAN OF THE PARTICIPANT, AND ALL OF THEIR HEIRS, EXECUTORS, PERSONAL REPRESENTATIVE, ASSIGNS, AND ESTATES.**

Date: \_\_\_\_\_

Participant's Name (print): \_\_\_\_\_ DOB (Participant) \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Relationship to Participant: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Please list any allergies: \_\_\_\_\_

Participant Signature (if 18 years or older): \_\_\_\_\_

**For Participants under the age of 18 at time of registration, please have parent/guardian complete and sign below:**

Guardian Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_