

Lake Travis Padel (LTP), Mont Royal Fitness (338 Evaluators LLC) Participant Waiver Form

Lake Travis Padel (LTP), Mont Royal Fitness, 4900 Canyon Ranch Trail, Spicewood TX

In consideration of Participant's enrolment in a padel, tennis or fitness program and/or Participant's use, today and on all future dates, of the property courts, facilities, and services of Lake Travis Padel (LTP) and Mont Royal Fitness, a 338 Evaluators LLC (hereafter referred to as LTP), Participant and Parent/Guardian, on behalf of Participant, Participant's heirs, personal representatives, or assigns, hereby release, waive, discharge, and covenant not to sue LTP, its affiliated companies and each of its directors, officers, employees, volunteers, sponsors, independent contractors, and agents from liability from any and all claims arising from the negligence of LTP or any of the aforementioned parties. This agreement applies to (1) personal injury (including death) from accidents, injuries or illnesses arising from participation in various activities including, but not limited to, participation in sport programs, travel, competition, educational classes, lessons, social activity, and individual use of facilities, premises, or equipment; and (2) any and all claims resulting from the damage to, loss of, or theft of property. Trespassing is not permitted into the property. Non-payment use of padel and tennis courts and or other facilities will result in recovering the court fees, legal fees and penalties of up to \$10000.00.

Indemnification and Hold Harmless: Participant and Parent/Guardian also agree to HOLD HARMLESS AND INDEMNIFY LTP from all claims resulting from all negligence of LTP and to reimburse LTP for any expenses incurred as a result of Participant's participation in a tennis program and presence at LTP facilities. Participant and Parent/Guardian further agree to pay all costs and attorneys' fees incurred by LTP in investigating and defending a claim or suit but only if Participant's claim is withdrawn or to the extent an arbitrator determines that LTP is not responsible for the injury or loss. Participant and Parent/Guardian agree to hold harmless and indemnify LTP from all claims and amounts related to legal and other action brought against LTP for damages caused by Participant (for example, for damages caused by Participant while fighting with another participant).

Severability and Venue: Participant and Parent/Guardian further expressly agree that this waiver is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the remaining portion of the waiver will continue in full legal force and effect. Also, Participant and Parent/Guardian agree that all disputes must be resolved using binding arbitration and take place at the office of the American Arbitration Association located nearest to Austin Texas.

Acknowledgment of Understanding: Participant and Parent/Guardian have read this waiver and fully understand its terms. Participant and Parent/Guardian understand that Participant is giving up rights, including the right to compensation for injury resulting from negligence of LTP. Participant and Parent/Guardian acknowledge that they are signing the agreement freely and voluntarily, and intend their signatures to be a complete and unconditional release of all liability to the greatest extent allowed by law. In signing this waiver as parent or guardian, I acknowledge that I am consenting to Participant's participation in a padel, tennis or fitness program at LTP and acknowledge that I understand that any and all risks, including that of negligence, whether known or unknown are expressly assumed by Participant and Parent/Guardian and all claims, whether known or unknown, are expressly waived in advance.



TO PARTICIPATE

Assumption of Risks: Physical activity, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries. LTP has facilities for various sport specific and related activities such as strength training and running. 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 contact with equipment, other participants (including participants that are older or younger and who may be larger or smaller (in terms of weight and height) than Participant), and various surfaces (which may be uneven), and others involve sustained physical activity which places stress on the cardiovascular system. Participant will also be exposed to risks while traveling and participating in various activities. Some of these activities involve travel in vehicles (for example, in vans when traveling to a competition or to the airport) and exposure to large crowds (such as at a music concert). The specific risks vary from one activity to another, but in each activity the risks range from (1) minor injuries such as scratches, cuts, bruises, and sprains to (2) major injuries such as loss of sight, loss of teeth, broken bones, joint or back injuries, concussions, and heart attacks to (3) catastrophic injuries including paralysis and death. I also understand that the Participant may expose others, or may be exposed, to contagious disease such as influenza, chicken pox or measles. Participant and Parent/Guardian have read the previous paragraphs and (1) understand the nature of the activities at LTP, (2) understand the demands of those activities relative to the physical condition and skill level of Participant, and (3) appreciate the types of illnesses and injuries which may occur as a result of activities made possible by LTP. Participant and Parent/Guardian hereby assert that participation is voluntary and that Participant and Parent/Guardian knowingly assume all such risks.

Acknowledgement of Rules and Standards of Conduct: I understand that LTP has rules and standards of conduct that are set forth and instructed by the Senior Management team. I agree to abide by these rules and standards for the safety of Participants, the Team Member, and the other participants.

Acknowledgment of Understanding: Participant and Parent/Guardian have read this agreement to participate and fully understand its terms. Participant and Parent/Guardian acknowledge freely and voluntarily signing the agreement and intend the signatures to signify a complete assumption of the inherent risks of participating in or observing activities at LTP to the greatest extent allowed by law in the State of Texas. In signing this assumption of risk as Parent/Guardian, I acknowledge that I am consenting to the participant's participation at LTP (as specified in paragraph one) and acknowledge that Participant and Parent/Guardian expressly assume all inherent risks of the all activities at LTP.

I have carefully read this waiver and I understand that it is legally binding document that affects my legal rights and remedies.

