



G4 Sports LLC
An Ohio Limited Liability Company

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT “(AGREEMENT)”

This WAIVER AND RELEASE (this “Agreement”) is being provided by user(s) (including any minors (“Minors”) for whom the User is executing and delivering this Agreement, the “User” and collectively the “Users”) of any facility (the “Facility” and, collectively, the “Facilities”) operated by the undersigned facility owner or operator (the “Operator”). This Agreement relates to any and all fitness, sport or other activities (collectively, the “Activities”) in which the Users participate in any capacity (whether as a spectator, player, participant, coach, manager, official or otherwise, and whether volunteer or otherwise) or in such Facilities.

THE USER ACKNOWLEDGES AND AGREES THAT PARTICIPATION IN THE ACTIVITY MAY BE INHERENTLY DANGEROUS. THE USER’S PARTICIPATION IN THE ACTIVITY IS ENTIRELY VOLUNTARY, AND EXPRESSLY CONDITIONAL UPON THE USER’S DUE EXECUTION AND DELIVERY OF THIS WAIVER AND RELEASE, FOR PURPOSES OF THE USER EXPRESSLY ASSUMING RESPONSIBILITY FOR ANY AND ALL LOSSES, PHYSICAL INJURIES OR DAMAGES THAT MIGHT RESULT FROM SUCH DIRECT OR INDIRECT PARTICIPATION.

THE USER HEREBY REPRESENTS AND AGREES THAT he or she: (i) is either 18 years’ old or the duly appointed or authorized legal guardian for the minors participating in the Activities at the Facilities subject to this Agreement, (ii) has duly executed and delivered this Agreement with all required power and authority by and on behalf of the applicable Users, (iii) this Agreement shall be represent valid and enforceable obligations of such Users in accordance with its terms and conditions, (iv) is physically able to participate in the Activities, (v) knows of no restrictions, physical impairments, or any other facts, which in any manner limit User’s participation in the Activities, (vi) is solely financially responsible (directly or via my public or private insurers, if any) for any medical attention needed during the Activities or resulting from an injury received or medical attention required in connection with the Activities, and none of the Facility Released Parties (as defined below) shall have any such financial obligations, and (vii) shall comply with all of the Facilities’ rules, policies and stated and customary terms, conditions or requirements for participation in the Activities, including any rules, guidelines, conditions, suspension or removal orders of any facility, location, equipment safety, or other vendor or provider used by the User in connection with the participation in the Activities.

The User understands that the Facility Released Parties will administer no physical examinations and that the Facility Released Parties will rely solely upon the information in this Agreement.

This Agreement shall be governed by the laws of the jurisdiction in which the Facilities are located. If applicable, the benefits of this Agreement shall be expressly held in trust by the Operator for the benefit of its directing or governing municipal or other forms of government, sponsors, software or other vendors and any other agents and representatives, and their respective employees, officers, directors, managers and other agents and representatives) (collectively, the “Facility Released Parties”).

The User hereby agrees as follows on behalf of all Users to which this Agreement is subject, and (if applicable) the User's clicking accept or otherwise accepting the terms and conditions shall have the same force and effect as if the User had duly executed this Agreement in writing:

THE USERS HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THE ACTIVITIES, and irrevocably waive, release and discharge the Facility Released Parties from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for the Users' death, disability, personal injury, property damage, property theft, or actions of any kind which may occur to Users as a result of participation in the Activities in, on or around the Facilities. The Users agree to indemnify, hold harmless, and promise not to sue the Facility Released Parties from any and all liabilities or claims made as a result of participation in the Activities in, on or around the Facilities, whether caused by the negligence of those released or otherwise.

This Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. THE USER CERTIFIES THAT THE USER HAS READ THIS DOCUMENT, AND FULLY UNDERSTANDS ITS CONTENT. THE USER IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THE USER SIGNS IT OF HIS OR HER OWN FREE WILL AND BINDING ALL USERS CONTEMPLATED HEREIN. WITHOUT LIMITING THE FOREGOING, USER UNDERSTANDS THAT IT HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGNS IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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User or Guardian:

Minor:

Print Name

Print Name

Signature

Signature of Parent / Legal Guardian

Date of Birth of User

Date of Birth of Minor

Date

Date

Emergency Phone Number

Emergency Phone Number