

WAIVER

Email Address

asplan.ian@gmail.com

First Name: _____

Last Name: _____

One adult per waiver, please add minors here.

First Name: _____

Last Name: _____

Date of Birth: _____

_____ (ADULT'S INITIALS) By signing this document, I agree that if I am hurt or my property is damaged during my participation in the Activity, then I may be found by a court of law to have waived my right, and the minor(s) right, to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

_____ (ADULT'S INITIALS) I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Further, I have been provided sufficient time to ask for and receive an explanation from Zip City regarding any of the provisions of this Agreement.

_____ (ADULT'S INITIALS) I have read and understand this document and I agree to be bound by its terms.

Martini On Ice, LLC, dba Sports Plus

REPRESENTATIONS, EXPRESS ASSUMPTION OF RISKS AND RELEASE OF LIABILITY

"I", "Myself" or "You" includes the signator to this Agreement as well as any minor child or children on whose behalf you are signing as their parent, relative, legal guardian, caretaker, or an individual with authority granted by a parent or legal guardian. You represent and warrant that you are a biological parent with custodial rights, a relative, a recognized legal guardian, caretaker, or an individual with authority granted by a parent or legal guardian, to sign on any minor's behalf for whom you are signing for participation in activities at Martini On Ice, LLC dba Sports Plus .

In consideration of being permitted by Martini On Ice, LLC dba Sports Plus to participate in its activities, and to use its equipment and facilities (collectively "the Activity") and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Martini On Ice, LLC dba Sports Plus and its owners, principals, directors, officers, members, managers, employees, agents, representatives, volunteers, participants, affiliates, subsidiaries, lessors, partners, investors, landlords, and all other persons or entities acting for them (collectively referred to as "Releasees") on behalf of myself and the minor child(ren), parents, legal guardians, heirs, assigns, personal representatives and estate, and also agree as follows:

A. PHYSICAL CONDITION OF YOU OR ANY MINOR CHILD

1. I represent that I, or the minor child(ren) on whose behalf I am signing, are in good physical condition and have no impairments, infirmities, disabilities, illnesses, or other conditions that could prevent myself or any minor child from using Martini On Ice, LLC dba Sports Plus facilities and equipment without injuring myself, or any minor child, or impairing my, or a minor child's, health.

2. I have disclosed any and all special requirements or limitations and sought reasonable accommodations from Martini On Ice, LLC dba Sports Plus regarding any and all physical conditions that could prevent me or any minor child from using Martini On Ice, LLC dba Sports Plus facilities and equipment without injuring myself or impairing my health.

B. EXPRESS ASSUMPTION OF THE RISK

1. I acknowledge that the Activity, which includes, but is not limited to, basketball/volleyball courts, futsal fields, inline hockey rink, ice rinks, trampoline games, aerial training, zip lining, leagues and tournaments, rock walls, involves known and unanticipated risks which could result in physical and/or emotional injury, paralysis or permanent disability, death, property damage, injury or injury to third parties. Risks include, but are not limited to the negligence of other participants or myself, potential equipment malfunction, injuries including cuts, bruises, sprains, fractures, dislocations, broken bones, paralysis, head and brain injury and death; medical conditions resulting from physical activity; falling off equipment; and damaged clothing or other property. This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of the Releasees or from any other cause. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the Activity.

2. I expressly know of, understand, appreciate, accept and assume all of the risks inherent in the Activity or that might have been caused by the negligence of the Releasees. My participation in the Activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will

immediately discontinue participation. I expressly acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.

3. I have read Martini On Ice, LLC dba Sports Plus posted rules and regulations governing the use of Martini On Ice, LLC dba Sports Plus facilities and I agree that I will fully comply with these rules and regulations. I further agree that I will:

- i. Participate in the Activity at my own pace and at my own risk;
- ii. Use good judgment and not overexert myself while using Martini On Ice, LLC dba Sports Plus equipment and facilities; and
- iii. Follow any Martini On Ice, LLC dba Sports Plus instructions concerning the use of equipment and facilities.

If I have any questions regarding the use of Martini On Ice, LLC dba Sports Plus equipment and facilities, I will consult a Martini On Ice, LLC dba Sports Plus employee. I expressly agree, accept and assume all of the risks of the Activity. My participation in the Activity is purely voluntary and I elect to participate despite the risks.

C. AGREEMENT FOR RELEASE OF LIABILITY

1. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this Activity, or my use of their equipment or facilities, arising from negligence, including negligent rescue operations or procedures of the Releasees. This release does not apply to claims arising from intentional or criminal conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

2. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this Activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume—and bear the costs of—all risks that may be created, directly or indirectly, by any such condition.

D. BINDING ARBITRATION AND CHOICE OF LAW

1. Any controversy or claim arising out of or related to this Agreement will be settled by binding arbitration before an arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA Arbitration"). The judgment of any court may be rendered upon the

arbitration award made pursuant to this Agreement. Notwithstanding the applicability of other laws or any other provision of this agreement, Ohio law will apply to the construction and interpretation of this arbitration provision.

2. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

3. This Agreement, its construction, interpretation, and enforcement, and the rights of the parties shall be determined under, governed by, and construed in accordance with the laws of the state of Ohio.

E. PERMISSION FOR USE OF PHOTOGRAPHS AND/OR VIDEO TAPE

1. I hereby grant to Releasees the irrevocable right and permission to photograph or videotape (or to use any similar medium) to record me and/or the minor child(ren) identified below, for all purposes, including advertising, publicity and promotional purposes, in any manner, including my and/or the minor child(ren)'s name, face, likeness, voice and appearance, without limitation and/or any prior approval without payment.

_____ Date: _____
Signature