



HOOPER HAVEN, LLC - Sports Waiver

PLEASE READ CAREFULLY

Waiver of Liability and Indemnity and Photo/Talent Release Agreement

IN CONSIDERATION of being permitted to utilize the rented facilities, services and programs of the Hooper Haven LLC for any purpose, including, but not limited to observation or use of facilities, or equipment, or participation in any off-site program affiliated with the Hooper Haven LLC, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, inspected and carefully considered, or will immediately upon entering and/or participating, inspect and carefully consider, such premises and facilities or the affiliated program. It is further warranted that such entry into the Hooper Haven LLC for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation. IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE HOOPER HAVEN LLC FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE HOOPER HAVEN LLC, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED ON HIS OR HER BEHALF AND/OR BEHALF OF HIS/HER CHILDREN (hereinafter referred to as "the undersigned") HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Hooper Haven LLC, its directors, officers, employees, contractors and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damages, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any

facilities or equipment therein or participating in any program affiliated with the Hooper Haven LLC.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the Hooper Haven LLC premises or in any way observing or using any facilities or equipment of the Hooper Haven LLC or participating in any program affiliated with the Hooper Haven LLC whether caused by the negligence of the releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in about or upon the premises of the Hooper Haven LLC and/or while using the premises, or any facilities or equipment thereon or participating in any program affiliated with the Hooper Haven LLC.

4. PHOTO/TALENT RELEASE I hereby irrevocably release, consent and allow the Hooper Haven LLC and its agents to use my photograph/likeness/voice, as it pertains to my participation with the Hooper Haven LLC, in any manner for promotional efforts without expectation of any reimbursement for its use.

5. MEMBER CONDUCT I agree to abide by all rules and regulations of the Hooper Haven LLC, and I understand that failure to act in accordance with the rules may result in expulsion from the Hooper Haven LLC and cancellation of membership.

6. PROPERTY LOSS I understand that the Hooper Haven LLC is not responsible for personal property lost, damaged or stolen while using Hooper Haven LLC facilities or participating in Hooper Haven LLC programs.

7. INSURANCE I understand that the Hooper Haven LLC does not provide any accident or health insurance for its members or participants and it is my responsibility to provide such coverage.

8. MEDICAL RELEASE I authorize the Hooper Haven LLC, as my agent, to give consent to medical treatment by a licensed physician or hospital when such treatment is deemed necessary by the physician, and I am unable to give such consent. I authorize a qualified Hooper Haven LLC staff member to administer CPR or first aid if necessary. I understand that it may be necessary for me to provide a release form from my physician regarding my current health status.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law

of the State of Arizona and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AND PHOTO/TALENT RELEASE AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of any purpose including but not limited to the use of facilities, or equipment, or participation in any off-site program affiliated with the Hooper Haven LLC, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature

Print Name

Date