

## **WAIVER FORM**

### **ELITE SPORTS CLUB LLC, PARTICIPANT AGREEMENT, CERTIFICATION, INDEMNIFICATION, AND ASSUMPTION AGREEMENT**

**("AGREEMENT")**

**(PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING IT, YOU ARE GIVING UP YOUR AND/OR YOUR SPOUSE'S AND MINOR'S LEGAL RIGHTS)**

BY SIGNING THIS AGREEMENT, I AM KNOWINGLY AND VOLUNTARILY GIVING UP MY RIGHTS AND THE RIGHTS OF MY SPOUSE, PARTNER AND/OR CHILD(REN)/WARD(S) TO SUE ELITE SPORTS CLUB LLC d/b/a ELITE SPORTS CLUB LLC FOR ANY INJURY, INCLUDING PARALYSIS OR DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF ELITE SPORTS CLUB LLC d/b/a ELITE SPORTS CLUB LLC, INCLUDING ANY OF ITS OWNERS, AGENTS, EMPLOYEES AND EQUIPMENT SUPPLIERS.

In consideration of being allowed to participate in the services and Activities, including, but not limited to, Cricket, Baseball, Badminton, and other activities and parties and any other amusement Activities (collectively "Activities"), provided by ELITE SPORTS CLUB LLC and its agents, owners, officers, directors, principals, members, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, landlords and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively "ELITE SPORTS CLUB LLC"), I, on behalf of myself, and/or on behalf of my spouse, partner and/or my minor child(ren)/ward(s) hereby agree to forever release, indemnify and discharge ELITE SPORTS CLUB LLC on behalf of myself, my spouse, partner, my children, my parents, my guardians, my wards and their parents or legal guardians, heirs, assigns, personal representatives and estate, and all other persons and entities who could in any way represent me or act on my behalf as follows:

**(1) RELEASE OF LIABILITY:** I acknowledge that my or my child(ren)/ward(s)'s use of ELITE SPORTS CLUB LLC' facilities and participation in Activities offered by ELITE SPORTS CLUB LLC entails known and unknown risks that could result in physical or emotional injury including, but not limited to broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activities. Despite all known and unknown risks, I hereby expressly assume all risks associated with participation in the Activities offered by ELITE SPORTS CLUB LLC and voluntarily remise, release, acquit, satisfy and forever discharge ELITE SPORTS CLUB LLC, its suppliers, designers, installers, manufacturers of equipment in ELITE SPORTS CLUB LLC' facility ("EQUIPMENT SUPPLIERS") and agree to hold them harmless of and from any and all manner of action and actions or omission(s), causes of action, suits, debts, dues, sums of money, accounts, bills, controversies, agreements, promises, damages, judgments, executions, expenses, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by ELITE SPORTS CLUB LLC or its EQUIPMENT SUPPLIERS, whether the action arises out of any damage, loss, personal injury, or death to me or my child(ren)/ward(s), while participating in or as a result of participating in any of the Activities. This Release of Liability is effective and valid regardless of whether the damages, loss or death is a result of any act or omission on the part of Elite Sports Club LLC or its EQUIPMENT SUPPLIERS.

**(2) CERTIFICATION:** I certify that I and/or my child(ren)/ward(s) am/are (i) physically able to participate in all Activities at ELITE SPORTS CLUB LLC without aid or assistance and that (ii) I/we are not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/our ability to safely participate in the Activities, and (iii) I/we have not been advised against participating in the Activities by a health professional. I further certify that I am willing to assume the risk of injury or death

caused or aggravated by any medical or physical condition that I may have. I agree that it is my sole responsibility to determine whether I/we are sufficiently fit and healthy enough to participate in the Activities. I acknowledge that I have read the rules, (the ELITE SPORTS CLUB LLC rules) governing my and/or my child(ren)/ward(s)'s participation in any of the Activities and agree to abide by all such rules. I certify that I have explained the ELITE SPORTS CLUB LLC rules to the child(ren) listed in this Agreement. I acknowledge that the ELITE SPORTS CLUB LLC rules have been implemented for the safety of all guests, including myself and/or my child(ren)/ward(s). I acknowledge that failure to follow the rules could result in serious injury or death to, as well as the expulsion of, myself and/or my child(ren)/ward(s) from ELITE SPORTS CLUB LLC.

**(3) INDEMNIFICATION:** I understand that the known and unknown risks may be caused in whole or in part by my or my spouse's, partner's or child(ren)/ward(s)'s own actions or inactions, the actions or inactions of others participating in Activities, or the acts, inaction or negligence of ELITE SPORTS CLUB LLC and any EQUIPMENT SUPPLIERS, and in consideration of being allowed, along with my spouse, and/or my minor child(ren)/ward(s) to participate in the Activities, I hereby assume all risk of damage, loss, personal injury, or death to myself, my spouse, partner and/or my minor child(ren)/ward(s) as a result of the participation in Activities in or about the facility, including any such loss due to any negligence of ELITE SPORTS CLUB LLC and all EQUIPMENT SUPPLIERS and hereby agree to indemnify and hold harmless ELITE SPORTS CLUB LLC and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred and/or suffered by ELITE SPORTS CLUB LLC or any EQUIPMENT SUPPLIERS, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments ELITE SPORTS CLUB LLC or any EQUIPMENT SUPPLIER incurs in the event that I, my spouse, partner or my minor child(ren)/ward(s) cause any injury, damage, and/or harm to ELITE SPORTS CLUB LLC or its EQUIPMENT SUPPLIERS, and/or any and all other persons and entities acting in any capacity on behalf of Elite Sports Club LLC AND/OR ITS EQUIPMENT SUPPLIERS. I UNDERSTAND AND AGREE THAT ELITE SPORTS CLUB LLC AND ITS EQUIPMENT SUPPLIERS WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME OR MY SPOUSE IF I AND/OR MY CHILD(REN)/WARD(S) ARE INJURED AND THAT I AM EXPRESSLY WAIVING ALL RIGHTS THAT I, MY SPOUSE OR MY CHILD(REN)/WARD(S) MAY HAVE TO PURSUE A CLAIM FOR ANY SUCH COSTS OR EXPENSES.

**(4) ATTORNEYS' FEES:** I promise to indemnify ELITE SPORTS CLUB LLC for any attorneys' fees and/or costs incurred to enforce this Agreement, including all costs associated with the defense of any claims or suits and the costs of any collection efforts. Further, should any debt and/or judgment accrue in favor of ELITE SPORTS CLUB LLC, pre-judgment and post-judgment interest shall accrue thereon at a rate of 18% per annum.

**(5) PHOTO RELEASE:** By entering ELITE SPORTS CLUB LLC and participating in the ACTIVITIES, I hereby grant ELITE SPORTS CLUB LLC on behalf of myself and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with ELITE SPORTS CLUB LLC and to use the photograph and/or recording for all purposes, including advertising and promotional expenses, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording and acknowledge and agree that the rights granted to this release are without compensation of any kind. I further grant permission and waive any objection to the use of any videographic, or photographic images taken by me which may subsequently be posted to public social media internet sites or disseminated to the public. I further grant permission and waive any objection to the use of videographic, or photographic images taken by me within ELITE SPORTS CLUB LLC which may subsequently be posted to public social media Internet sites or disseminated to the public. I acknowledge that ELITE SPORTS CLUB LLC may, at

their discretion, utilize these videos or images for business purposes and may do so without any further express consent.

**(6) TERMS OF AGREEMENT:** I understand that this Agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit ELITE SPORTS CLUB LLC, whether at the current location or any other location or facility.

**(7) ARBITRATION/VENUE:** Any controversy between the parties hereto involving any claim arising out of or relating to any injury, death or other damages occurring at ELITE SPORTS CLUB LLC or arising out of any breach of agreement, shall be submitted to and be settled by final and binding arbitration in Forsyth County, Georgia, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. In the event an arbitration award is made, I agree that the sole and exclusive venue for the enforcement of any award shall be in the courts of Forsyth County, Georgia. I further agree that the substantive law of Georgia shall apply without regard to any conflict of law rules. I also 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.

**(8) AUTHORITY TO SIGN:** I certify that I am the parent, legal guardian or authorized agent for the parent or legal guardian of the child(ren) listed in this Agreement and have the full authority to sign this Agreement on behalf of my child(ren) or the parent or the legal guardian of the child(ren) listed

By signing this document, I understand that I may be found by an arbitrator or court of law to have forever waived my and my spouse's, partner's and/or child(ren)/ward(s)'s rights to maintain any action against ELITE SPORTS CLUB LLC, its EQUIPMENT SUPPLIERS and any released party herein and that I have assumed all risk of damage, loss, personal injury, or death to myself, my spouse, partner and/or my minor child(ren)/ward(s) and agreed to indemnify and hold harmless ELITE SPORTS CLUB LLC, its EQUIPMENT SUPPLIERS and all released parties herein, as a result of the participation in the Activities in or about the facility by myself, my spouse, partner and/or child(ren)/ward(s) and/or claims asserted by myself, my spouse, partner and/or child(ren)/ward(s) against ELITE SPORTS CLUB LLC and its EQUIPMENT SUPPLIERS related in any way to participation in the Activities. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, and/ or have voluntarily waived my right to do so. I understand this Agreement and knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

PARENT, LEGAL GUARDIAN OR AUTHORIZED AGENT'S SIGNATURE (You MUST be 18 or older to sign and MUST be the parent or legal guardian to sign for a minor)

Elite Sports Club LLC reserves the right to review your license and/or other forms of ID to verify identity and age.

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