



## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("Agreement")

In consideration of being permitted to be present at, attend, observe, and participate in activities at the facilities of, or provided by, Impact Athletic Center, Inc. and Litchfield Holdings, LLC. (the "Activities") I, for myself and for my child(ren) (collectively referred to herein as "me" "I" or "my"), personal representatives, assigns and heirs:

1. Acknowledge, agree, and represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in them. I further agree and warrant that if at any time I believe conditions to be unsafe, or if at any time my health suffers, I will immediately discontinue participation, and leave if appropriate.
2. Authorize Impact Athletic Center, Inc. and Litchfield Holdings, LLC., its respective owners, investors, members, managers, shareholders, agents, directors, officers, volunteers, employees, landowners, subsidiaries, and affiliated companies (collectively, "Releasees") and medical care provider(s) to carry out any emergency medical transport or medical care for me, as may be necessary in their sole discretion, and agree to be fully responsible for any costs associated with such transport and care.
3. Understand that it is my responsibility to comply with all posted and published procedures, including safety and hygiene procedures and protocols intended to lessen the likelihood of the spread of disease among participants and staff. I further understand that it is my responsibility to comply with all laws and other requirements imposed by federal, state, and local authorities.
4. **UNDERSTAND THAT THE ACTIVITIES INVOLVE INHERENT AND OTHER RISKS AND DANGERS**, including but not limited to falling or loss of balance; striking padded or unpadded surfaces; being injured by equipment; being injured by the actions or inactions of other participants and bystanders; collisions with other participants; falls due to slick or uneven surfaces; equipment failures of any kind; equipment misuse by myself or others; potential exposure to communicable disease (including but not limited to coronavirus/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors); physical injury or illness as a result of physical activity or being on the premises where the Activities take place; which risks may result in **SERIOUS INJURY, ILLNESS, EMOTIONAL DISTRESS, AND DEATH** (collectively, "Risks"). I understand that the Risks may be caused or contributed to by my own actions or inactions, the actions or inactions of other participants, bystanders or staff, the conditions, and settings in which the Activities take place, or the alleged or actual **NEGLIGENCE** of the Releasees. I understand that the description and list of Risks in this Agreement is not complete, and that I will encounter Risks not described herein, known and unknown, inherent and otherwise, in connection with the Activities. With a full understanding of the foregoing, **I VOLUNTARILY AGREE TO ASSUME ALL INHERENT AND OTHER RISKS OF INJURY, ILLNESS, EMOTIONAL DISTRESS, AND DEATH AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of, or in connection with, the Activities.
5. **RELEASE, DISCHARGE, HOLD HARMLESS, AND AGREE NEVER TO SUE RELEASEES FOR ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ARISING FROM OR RELATED TO ACTIVITIES, INCLUDING INJURY, ILLNESS, EMOTIONAL DISTRESS, OR DEATH CAUSED IN WHOLE OR IN PART BY THE ALLEGED OR ACTUAL NEGLIGENCE OF THE RELEASEES.** I further agree that if, despite this Agreement, I or anyone acting on my behalf makes a claim against any of the Releasees, I will **DEFEND, INDEMNIFY, AND HOLD HARMLESS** each of the Releasees from any attorneys' fees, losses, liability, damage, or expenses which Releasees may incur as the result of such claim.
6. I understand that this Agreement will apply every time I am on the premises and/or participate in the Activities at Impact Athletic Center Performance Training, Fitness Studios, Meeting Rooms, Hardwood and Sand Courts, and any other area within Impact Athletic Center.
7. I agree that this Agreement is a contract which will be enforced to the fullest extent allowed by law and will be binding on me, my assignees, subrogors, heirs, assigns, executors, and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be enforceable.
8. **ANNUAL FACILITY FEE** Purchase of the annual Facility Fee applies to individuals who are using Impact because they are a member of a team that has rented court space for recurring practices, participating in sports leagues and/or specified Impact run events throughout a given year. The annual Facility Fee goes towards the essential equipment that is needed to play and utilize the space throughout the year. It also offsets the extra cleaning and sanitizing necessary to maintain a safe and healthy environment. The annual Facility Fee expires one year from purchase.
9. **PHOTO/VIDEO RELEASE** Impact Athletic Center, Inc. maintains the right to take photographs or videos of anyone or anything in our facility and participating in our activities and events. Please contact our management team if you specifically do not want to be included in this policy. Impact Athletic Center, Inc. has full and unrestricted publishing and use rights of these photographs and videos including on our website and social media.



**RELEASE (FOR PARTICIPANTS AGED 18 AND OVER)**

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE.**

Printed Name of Participant: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email Address \_\_\_\_\_

Phone: \_\_\_\_\_

Participant's Signature (18 or over): \_\_\_\_\_

Date: \_\_\_\_\_

**MINOR RELEASE (FOR PARTICIPANTS UNDER THE AGE OF 18)**

**BY SIGNING ON BEHALF OF A MINOR CHILD PARTICIPANT, I REPRESENT THAT I AM THAT MINOR CHILD'S PARENT OR LEGAL GUARDIAN, THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT ON THE MINOR CHILD'S BEHALF, AND AGREE THAT I WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS RELEASEES AGAINST ANY CLAIMS ARISING FROM THE MINOR PARTICIPANT'S PRESENCE AT IMPACT ATHLETIC CENTER OR PARTICIPATION IN THE ACTIVITIES. I ACKNOWLEDGE THAT THE MINOR PARTICIPANT IS BOUND BY ALL THE TERMS OF THIS AGREEMENT AND UNDERSTAND THAT THE MINOR PARTICIPANT WOULD NOT BE PERMITTED TO BE AT IMPACT ATHLETIC CENTER, INC. OR TAKE PART IN THE ACTIVITIES UNLESS I AGREE TO ALL TERMS OF THIS AGREEMENT.**

Printed Name of Participant: \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_