

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY AGREEMENT**

In consideration of being permitted to be present at, attend, observe, and participate in any activities at the facilities of, or provided by, HEISEY SPORTS TRAINING LLC, including but not limited to, any sports training in any capacity (the "Activities"), I, being the participant or participant's parent or legal guardian if the participant is under 18 years of age (collectively referred to herein as "me" "I" or "my"), my executors, administrators, personal representatives, assigns, next of kin, 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 certify that I have sufficiently prepared or trained for participation in the Activities, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in the Activities. 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 HEISEY SPORTS TRAINING LLC, its respective owners, managers, directors, officers, volunteers, employees, representatives, agents, landowners, and subsidiaries (collectively, "Releasees") to carry out any emergency medical transport or medical care for me, as may be necessary in their sole discretion, and I agree to be fully responsible for any costs associated with such transport and care.

3. **UNDERSTAND THAT THE ACTIVITIES INVOLVE INHERENT RISKS, OTHER RISKS, AND DANGERS**, including but not limited to, falling or loss of balance; being injured by equipment; being injured by the actions or inactions of other participants, bystanders, or third parties; collisions with other participants, bystanders, or third parties; falls due to slick or uneven surfaces; equipment failures of any kind; equipment misuse by myself or others; and 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, disability, illness, emotional distress, or 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 third parties, 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 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 RISKS AND OTHER RISKS OF INJURY, DISABILITY, 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.

4. **WAIVE, RELEASE, AND DISCHARGE** all Releasees from any and all liability, claims, demands, losses, or damages arising from or out of, or relating to, directly or indirectly, in whole or in part, my participation in the Activities, that resulted in my injury, disability, illness,

emotional distress, death, property damage, property theft, or from actions of any kind which may hereafter occur to me, including my traveling to and from the Activities, whether caused by the alleged or actual negligence or fault of Releasees or otherwise.

5. **DEFEND, INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE** any Releasees from any and all liabilities, claims, demands, suits, judgments, losses or expenses of any nature whatsoever, including without limitation, attorneys' fees, costs and disbursements, arising from or out of, or relating to, directly or indirectly, my participation in the Activities, whether caused by the alleged or actual negligence or fault of Releasees or otherwise.

6. I understand that this Agreement applies every time I am at the Heisey Sports Training LLC facility or participate in the Activities. 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 executors, administrators, personal representatives, assigns, next of kin, and heirs. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be enforceable. I understand and agree that the laws of the Commonwealth of Pennsylvania shall apply to this Agreement. If a dispute over this Agreement or any claim for damages arises, I knowingly and voluntarily waive any right to a jury trial, and I agree to resolve the matter through a mutually acceptable alternative dispute resolution process.

7. I expressly agree and promise to accept and assume all the foregoing Risks. My participating in the Activities is purely voluntary, and I elect, in spite of the Risks, to participate. I accept personal responsibility for any damages resulting from my injury, disability, illness, emotional distress, death, property damage, or property theft.

I CERTIFY THAT I HAVE READ THIS AGREEMENT AND I FULLY UNDERSTAND ITS CONTENT. I FREELY AND KNOWINGLY ASSUME THE RISKS, WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE, AND I SIGN IT OF MY OWN FREE WILL.

Printed Name of Participant: _____ Date of Birth: _____

Phone Number: _____ Email: _____

Address: _____

Participant Signature: _____ Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent to the terms and conditions of this Agreement.

Printed Name of Parent or Legal Guardian: _____

Phone Number: _____ Email: _____

Address: _____

Signature of Parent or Legal Guardian: _____ Date: _____