



RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of the services provided by Harford Health and Fitness Club, Inc (d/b/a: The Arena Club) ("the Club") and of the permission granted by the Club to use the Club's property, facilities, and services and to participate in trampoline court activities and other amusement activities at the Club ("the Activities"), I, on behalf of myself and on behalf of my child or children and any other minors within my care as listed below ("Minors"), agree to the following terms and conditions. I understand that this document affects my legal rights and the legal rights of the Minors, and that by signing below I acknowledge that I have read and understood the disclosure of risks, voluntarily accept those risks, and agree to be bound by all terms and conditions of this agreement.

- 1. General Release and Waiver of Liability.** In consideration of the services provided by the Club and of the permission granted by the Club to use the Club's property, facilities, and services and to participate in the Activities, I, for myself and on behalf of my spouse, children, wards, heirs, assigns, personal representatives and next of kin (the "Releasing Parties"), voluntarily release and forever discharge and agree not to sue the Club and its agents, members, managers, owners, officers, directors, principals, volunteers, participants, insurers, facility operators, lessors, successors, assigns, equipment suppliers and manufacturers, trainers, intellectual property holders, and any and all other persons or entities acting in any capacity on the Club's behalf (hereinafter collectively referred to as the "Protected Parties") from liability for any claims connected with or arising from my or the Minors' participation in the Activities or use of the Club facilities, including, to the extent allowed by law, any such claims which allege negligent acts or omissions of any of the Protected Parties.

I understand that this release of liability will prevent any of the Releasing Parties, including me and the Minors, from bringing any lawsuit or making any claim for personal injury, damages or death connected with participating in the Activities or using the Club facilities.

- 2. Acknowledgement of Risks.** I understand that my participation and the participation of the Minors in the Activities involves known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to the Minors, or to third parties. Such risks (the "Risks") include:
 - the risks inherent in the Activities, including but not limited to slipping and falling, collisions with fixed objects and/or other participants, falling off equipment, unexpected failure of equipment, over-exertion, double bouncing, failed attempted jumps and stunts, and sustaining lacerations or contracting any illnesses from contact with equipment and/or flooring surfaces in the Club;
 - the negligent acts or omissions of the Protected Parties, or their agents or employees;
 - defects in the Club facilities;
 - improper or inadequate instruction or supervision regarding the Activities or use of the Club facilities;
 - the behavior of other participants in the Activities;
 - accidents or incidents in the Club facilities; and

5. **Release of Rights to Audio, Video and Photographic Images.** I hereby grant the Club on behalf of myself and the Minors the irrevocable right and permission to photograph and/or record me or the Minors in connection with the Activities and the Club and to use the resulting photographic images, audio or video for all purposes, including advertising and promotional purposes, in any matter and in any media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration, and without any reimbursement of any kind due to me or the Minors. On my behalf and on behalf of the Minors, I waive any right to inspect or approve the use of any such photographic image, audio or video. I agree that the Club will be the exclusive owner of all rights, including but not limited to the copyrights, in and to the photographic images, audio and video and the results and proceeds of my participation hereunder.
6. **Certifications.** In order to assist the Club in effectively providing for the safety of me and the Minors, I certify that:
- I have no knowledge of any health problems that would cause participation in the Activities to negatively impact my health or the health of the Minors
 - I and the Minors possess a sufficient level of physical fitness and skill to safely participate in the Activities, and neither I nor the Minors have any pre-existing physical or medical conditions that might be impacted or worsened by use of the Club, including pregnancy, orthopedic problems, including back problems, heart problems, or breathing problems
 - I will not use or allow the Minors to use the Club while any of us are under the use of any drugs, alcohol or medications that may impair our physical activities or judgment
 - I agree to follow (and cause the Minors to follow) all safety rules of the Club and to alert the Club staff to any rules violations or dangerous behavior of other participants
 - I understand that my failure or refusal to abide by the safety rules of the Club or by instructions and directions of Club staff can lead to the immediate revocation of my right to use the Club, without any right to refund of any payments made
 - I will notify Club staff before I or the Minors participate in Activities if any of us have been diagnosed with behavior disorders or are taking any behavior modification medications
 - I will inform Club staff immediately if I or the Minors feel any unusual discomfort while participating in the Activities and will immediately stop (or cause the Minors to stop) participation in the Activities
 - I am aware that Club staff may need to end my or the Minors' participation in the Activities if my or the Minors' actions present a danger to myself or others
 - I authorize the Club staff to administer emergency first aid and CPR to myself and to the Minors when deemed necessary by Club staff
 - I authorize the Club staff to secure emergency medical care or transportation if deemed necessary by Club staff, and I agree to assume all costs of emergency medical care or transportation.
 - I acknowledge that the Club encourages each participant to obtain medical clearance prior to participating in the Activities
 - I have adequate insurance to cover any injury or damage I and the Minors may cause or suffer while participating in the Activities, or if not, I agree to bear the costs of such injury or damage to myself, the Minors and others
7. **Term of Agreement.** I understand that this agreement shall continue in effect and will be in full force and legal effect each and every time I or the Minors visit the Club, whether at the current location or any other location or facility. I agree that the Club may require me to sign a new agreement at any time as a requirement for my participation or the participation of the Minors in the Activities.

