

**WAIVER OF LIABILITY, RELEASE, ASSUMPTION
OF RISK AND INDEMNIFICATION AGREEMENT**
(minor child)

Ampro Fieldhouse, LLC ("AF"), operates a sports performance, facility rentals, indoor sports leagues, personal training, and athletics facility located at 30 Bunting Lane, Primos Pa (the "AF Location"). AF and its members, owners, employees, officers, agents, representatives, any owner of the AF Location, and the heirs, successors and assigns of all of the foregoing are collectively referred to as the "AF Parties". The AF Location and all facilities, equipment, and other fixtures or personal property as may be there from time to time are collectively referred to as the "AF's Facilities".

I, _____ [parent's full name], residing at _____, am the parent or legal guardian of _____ ("Participant"), born on _____, and residing at _____, and I am executing this **Waiver of Liability, Release, Assumption of Risk and Indemnification Agreement** ("Agreement") on this date, _____, in order to induce AF to permit Participant's use of the **AF Facilities** and participation in programs and activities at the **AF Location**; and in consideration for AF's permission for Participant to use AF's Facilities and equipment and to participate in AF's programs and activities at the AF Location ("AF Activities").; and, intending to legally bind myself, Participant, and any other parent or legal guardian of Participant and our heirs, executors, personal representatives, assigns and estates, I hereby acknowledge, warrant and agree to the following:

1. Authority and Permission. As the parent or legal guardian of Participant, I have the authority to execute this Agreement on his/her behalf, and on behalf of any other parent or legal guardian of Participant, and I hereby grant my permission for Participant to use **AF's Facilities** and to participate in **AF Activities**.

2. Release, Covenant Not To Sue, And Agreement To Indemnify.

A. On behalf of myself, Participant, and any other parent or legal guardian of Participant, I hereby knowingly and voluntarily, **FOREVER RELEASE, DISCHARGE AND AGREE TO HOLD HARMLESS** all **AF Parties** from any and all claims, demands, or causes of action of any kind which are in any way associated with, related to, and/or arising from Participant's presence at and/or use of **AF's Facilities** and/or participation in **AF Activities**, including, but not limited to, those for losses, injuries or damages pertaining to any property loss, personal injury, or death suffered or sustained by Participant, whether or not such losses, injuries or damages are caused solely, or in part, by the negligence (including ordinary negligence and gross negligence), recklessness, carelessness or other fault of any of the **AF Parties** ("Claim(s)). We agree to indemnify all AF Parties for any and all costs, charges or expenses, including reasonable attorneys' fees, incurred in connection with any said Claim.

B. On behalf of myself, Participant and on behalf of any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge that by signing this Agreement, **WE EACH VOLUNTARILY WAIVE AND RELEASE ANY RIGHT TO SUE OR OTHERWISE BRING ANY CLAIM** (as defined above), **AND WILL BE PRECLUDED FROM, SUING OR OTHERWISE**

BRINGING ANY CLAIM (as defined above), against any of the **AF Parties** including, but not limited to, any Claim for losses, injuries or damages pertaining to any property loss, personal injury, or death suffered or sustained by Participant, whether or not such losses, injuries or damages are caused solely or, in part, by the negligence (including ordinary negligence and gross negligence), recklessness, carelessness or other fault of any of the **AF Parties**. This also means that a Claim cannot be pursued by or on behalf of the Participant against any of the **AF Parties** for contribution or indemnity (or to share the liability) if a claim, demand, or cause of action of any kind is asserted against Participant which is in any way associated with, related to, and/or arising from Participant's presence at and/or use of **AF's Facilities** and/or participation in **AF Activities**.

C. On behalf of myself, Participant and on behalf of any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge that if suit or other claim of any kind is brought on behalf of Participant against a party other than AF Parties for any property loss, personal injury, or death suffered or sustained by Participant which is in any way associated with, related to, and/or arising from Participant's presence at and/or use of **AF's Facilities** and/or participation in **AF Activities**, and any AF Parties become a party to such claim or suit, then, **IN ORDER TO RELIEVE ANY AF PARTIES FROM LIABILITY TO MAKE CONTRIBUTION TO ANOTHER PARTY, ANY MONEY JUDGMENT OBTAINED AGAINST ANY SUCH OTHER PARTY SHALL BE RELEASED AND REDUCED TO THE EXTENT OF THE AF PARTIES' PRO RATA SHARE OF DAMAGES RECOVERABLE AGAINST ALL OTHERS.**

D. Furthermore, on behalf of myself, Participant and any other parent or legal guardian of Participant, I hereby covenant, warrant and agree that should any of us, or the heirs, representatives, assigns or estates of any of us, breach this Agreement by commencing a lawsuit, or by otherwise bringing a Claim against any of the **AF Parties** which is in any way associated with, related to, and/or arising from Participant's presence at and/or use of **AF's Facilities** and/or participation in **AF Activities**, pursuant to this Agreement, **WE SHALL INDEMNIFY AND BE INDIVIDUALLY AND JOINTLY LIABLE TO AF Parties** for any and all costs, damages, losses, and expenses, including judgments, fines, settlements, punitive damages and attorneys' fees, arising from any such threatened, pending or instituted Claim, whether civil, criminal, administrative or arbitrative, and any appeal to such a Claim.

3. Governing Law. On behalf of myself, Participant and on behalf of any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge that this Agreement shall be construed under the internal laws of the Commonwealth of Pennsylvania without reference to conflict of laws principles, as broadly and inclusively as is permitted thereby; and that if any portion of provision of this Agreement shall be held invalid, illegal or unenforceable, this shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification is sought.

4. Acknowledgements. On behalf of myself, Participant and any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge: (A) THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT; (B) THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT, AND AGREE TO BE BOUND BY ITS TERMS; (C) THAT I HAVE NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS MADE BY AF OR ANY OF ITS MEMBERS, OWNERS, EMPLOYEES, OFFICERS, AGENTS OR REPRESENTATIVES; (D) THAT I AM FULLY AWARE OF THAT THERE ARE POTENTIAL RISKS CONNECTED WITH PARTICIPANT'S USE OF **AF'S FACILITIES** AND PARTICIPATION IN **AF ACTIVITIES** AND; (E) THAT I AM SIGNING THIS DOCUMENT VOLUNTARILY, AND OF MY OWN FREE WILL.

IF ONLY ONE PARENT OR GUARDIAN EXECUTES THIS AGREEMENT ON BEHALF OF PARTICIPANT WHO IS UNDER 18 YEARS OF AGE, THEN THE UNDERSIGNED PARENT

OR GUARDIAN OF THE PARTICIPANT HEREBY COVENANTS, WARRANTS, REPRESENTS AND AGREES THAT HE OR SHE IS EXECUTING THIS AGREEMENT ON BEHALF OF, AND AS AGENT FOR, ANY OTHER INDIVIDUAL WHO MAY BE A PARENT OR GUARDIAN OF THE PARTICIPANT, AND THAT BY EXECUTING THIS AGREEMENT, THE UNDERSIGNED IS BINDING HIMSELF/HERSELF, THE PARTICIPANT, AND ANY OTHER PARENT OR GUARDIAN OF THE PARTICIPANT, AND ALL OF THEIR HEIRS, EXECUTORS, PERSONAL REPRESENTATIVE, ASSIGNS, AND ESTATES.

READ BEFORE SIGNING

Participant's Name (*print*): _____

Guardian Name (*print*): _____

Guardian Signature: _____

Guardian Address: _____

Guardian Telephone: _____

EMAIL Info updates: _____