

INDIVIDUAL WAIVER FORM



HATFIELD

City Sofive HAT LLC d/b/a XL Sports World Hatfield [hereinafter "XL Sports World Hatfield, LLC"] RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT In consideration of being permitted to participate in any way in the activities ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin and/or I/ THE MINOR'S PARENT AND/OR LEGAL GUARDIAN ACKNOWLEDGE, agree, and represent that I understand the nature of Activities and that I/The minor am/is qualified, in good health, and in proper physical condition to participate in such Activity. I/The minor further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. FULLY UNDERSTAND THAT: ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I/The minor incur as a result of my participation or that of the minor in the Activity. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE XL Sports World Hatfield LLC, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim. The aforementioned also includes any sickness or illness. I fully understand that XL Sports World Hatfield, LLC does not grant any refunds or account credits for a resignation or withdraw from any XL programs or facility rentals. (I.E. XL Sports World Hatfield LLC leagues, classes, camps, rental agreements, birthday parties etc.) All registrations and payments are final on the part of the customer(s). XL Sports World Hatfield membership purchases are final, NO refunds or account credits will be given for lack of participation or withdraws from leagues, classes, camps, birthday parties or rentals. I further understand that XL Sports World Hatfield memberships are required for all participants in XL Sports World Hatfield leagues, classes, camps and pick-up events. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I also waive all rights to any photos or videos taken for use in any XL Sports World Hatfield, LLC publication(s) and or for usage by third parties related to marketing or promotional efforts by XL Sports World Hatfield, LLC.

PARENT/GUARDIAN NAME

CHILD'S NAME (1) DATE OF BIRTH

EMAIL

CHILD'S NAME (2) DATE OF BIRTH

STREET

CHILD'S NAME (3) DATE OF BIRTH

CITY / STATE / ZIP

CHILD'S NAME (4) DATE OF BIRTH

PHONE

SIGNATURE