

**LONGEVITY SPORTS CENTER'S
RELEASE AND WAIVER OF LIABILITY, ACKNOWLEDGEMENT
AND ASSUMPTION OF RISK, INDEMNITY AND FACILITY AGREEMENT
("Agreement" between Participant/Spectator and Releasees)**

Player's First Name _____ Player's Last Name _____ DOB ____ / ____ / ____
Parent/Guardian (if player is under 18 yrs old) _____ Parent's DOB ____ / ____ / ____
Address _____ City _____ State ____ Zip _____
Home Phone () _____ Cell Phone () _____
Email _____ Male / Female (Player)

In consideration for and in connection with being permitted to participate in activities, and/or spectate (the "Activities"), at the facilities of the International Sports Center, LLC DBA Longevity Sports Center ("LSC"), I, for myself, and/or for my child (or children), personal representatives, assigns, heirs, next of kin, and family members (both direct and indirect), agree as follows:

1. I 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 the Activities. I further agree and warrant that if at any time I believe conditions at the LSC to be unsafe, or if at any time my physical condition changes or is diminished in any way, I will immediately discontinue further participation in the Activities on my own accord. I authorize the LSC, its staff, any Releasee (see below "Releasee" defined), and other medical care provider(s) to carry out any emergency medical transport or medical care for me or my child, as may be necessary in their sole discretion, and agree to be fully responsible for any and all costs associated with such transport and care.

2. I understand that it is my complete and absolute responsibility to comply and agree with all posted procedures, play-at-my-own risk signage, including but not limited to the CDC's safety procedures (found on the CDC's website), hygiene procedures and protocols intended to lessen the likelihood of the spread of any disease between participants, spectators and/or LSC staff. I further understand that it is my responsibility to comply with all applicable laws and requirements imposed by federal, state, and local authorities.

3. **I FULLY UNDERSTAND THAT I AM PLAYING AT MY OWN RISK AND 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; 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 engaging in physical activity; and in any and all Activities at the LSC, which risks may result in **SERIOUS INJURY, ILLNESS, EMOTIONAL DISTRESS, AND/OR DEATH (collectively, "Risks")**.

Furthermore I agree that COVID-19, is a worldwide pandemic as designated by the World Health Organization, and I agree to give my best efforts to social distance while participating/spectating in the Activities. I also agree that if I am feeling ill or simply under the weather, or my child is feeling ill, that I and/or my child will refrain from entering into the facilities at the LSC altogether. I understand that this is my absolute social responsibility that I will abide by at all times.

I understand that the Risks may be caused or contributed to by my own actions or inactions, the actions or inactions of other participants, spectators, staff, or owners, the conditions and settings in which the Activities take place, or the alleged or actual NEGLIGENCE of the Releasees named herein (see below). I understand that the description and list of Risks in this Agreement is not, and will not, deemed to be complete, and that when participating in the Activities I may encounter Risks not described in this Agreement, known and unknown, inherent and otherwise. With a full understanding of the foregoing, **I VOLUNTARILY AGREE TO EXPRESSLY ASSUME ALL INHERENT AND OTHER RISKS OF INJURY AND DEATH AND ALL**

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RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES that I or my child incur as a result of my or my child's participation in the Activities.

4. I HEREBY RELEASE, DISCHARGE, HOLD HARMLESS, AND AGREE NEVER TO SUE any owner of the LSC, the staff of the LSC, the managing members of the LSC, any affiliated companies of the LSC, investors/members of the LSC, managers of the LSC, agents, directors, officers, volunteers, employees, landowners, subcontractors, and/or subsidiaries of the LSC (collectively, "Releasees") from ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES TO ME OR MY CHILD ARISING FROM OR RELATED TO THE ACTIVITIES, INCLUDING INJURY 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 or my child's 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.

5. I understand that this Agreement will apply each and every time I participate in the Activities at the LSC or spectate at the LSC. I further agree that this Agreement is a fully enforceable contract which will be enforced to the fullest extent allowed by law, and will be binding on me, my assignees, my children, my personal representatives, assigns, heirs, next of kin, any and all family members (both direct and indirect), my subrogors, my heirs and executors.

If any part of this Agreement is deemed to be unenforceable, the remaining terms shall remain an enforceable contract between the parties to this Agreement.

6. I grant the LSC the right to photograph or video/film myself, my child/children or anyone I may bring to the LSC, in any Activities and to use such photographs or videos/films in marketing brochures, commercials and/or on social media platforms.

7. I acknowledge that I have reviewed the LSC Rules and Regulations of Play made available on the LSC website (LSCLV.com) as well as in the LSC front office. I acknowledge that I understand these Rules and Regulations and agree to abide by them in their entirety. **ALL MEMBERSHIP, CLASSES AND LEAGUE FEES ARE NON-REFUNDABLE.**

8. I understand that the LSC does not carry medical insurance to cover any injury that I, or my child, may incur while participating in the Activities, and that the LSC is in no way responsible for paying for any medical expense from any injury that I, or my child may incur or sustain while participating in the Activities.

9. I acknowledge that I am responsible for compensating the LSC for any and all property damage originating from my actions or my child's actions at the LSC.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT (1) I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND (2) I HAVE SIGNED IT FREELY WITHOUT DURESS AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE.

FURTHERMORE, I AGREE THAT ANY DIGITAL ACCEPTANCE OF THIS AGREEMENT ONLINE, ON ANY APP, OR ON ANY OTHER DIGITAL PLATFORM WILL BE DEEMED LEGALLY TO HAVE THE SAME ENFORCEABILITY AS THAT OF A SIGNED-IN-INK AGREEMENT.

MINOR RELEASE

By signing on behalf of a minor-child participant/spectator, 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 any and all Releasees against any claims arising from the minor participant's 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 take part in the Activities unless I agree to all terms of this Agreement.

In case of emergency, please contact _____ Phone ()

Signature of player/guardian _____ Date _____

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