

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

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, _____ **[full name]**, am executing this **Waiver of Liability, Release, Assumption of Risk and Indemnification Agreement** ("Agreement") on this date, _____, in order to induce AF to permit my use of the **AF Facilities** and my participation in programs and activities at the **AF Location**; and in consideration for AF's permission for me 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, and my heirs, executors, personal representatives, assigns and estates, I hereby acknowledge, warrant and agree to the following:

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

A. 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 my 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 me, 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)"). I 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. I hereby understand, agree and acknowledge that by signing this Agreement, **I 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 me, 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 me or on my behalf 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 me which is in any way associated with, related to, and/or arising from my presence at and/or use of **AF's Facilities** and/or participation in **AF Activities**.

C. I hereby understand, agree and acknowledge that if suit or other claim of any kind is brought by me or on my behalf against a party other than **AF Parties** for any property loss, personal injury, or death suffered or sustained by me which is in any way associated with, related to, and/or arising

from my 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, I hereby covenant, warrant and agree that should I or my 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 my 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 arbitative, and any appeal to such a Claim.

2. Governing Law. 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.

3. Acknowledgements. 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.

READ BEFORE SIGNING

Name (*print*): _____

Signature: _____

Address: _____

Telephone: _____

EMAIL Info updates: _____