



WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

Overtime Sports LLC, doing business as Overtime Sports ("OT Sports"), is a sports performance, facility rentals, indoor sports leagues and personal training facility located at 321 Hamburg Turnpike, Wayne, NJ 07470 ("OT Sports Facility").

I am executing this **Waiver of Liability, Release, Assumption of Risk and Indemnification Agreement** ("Agreement") in order to induce **OT SPORTS** to permit Participant's use of said facilities and equipment, and participation in said programs and activities; and in consideration for **OT SPORTS**'s permission for Participant to use **OT SPORTS**'s sports performance and personal training facilities and equipment and to participate in **OT SPORTS**'s athletic programs and 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, and 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 **OT SPORTS**'s sports performance and personal training facilities and equipment ("OT SPORTS Facilities"), and to participate in **OT SPORTS**'s athletic programs and activities ("OT SPORTS Activities").

2. Health of Participant. I hereby warrant and covenant that Participant has had a physical examination within the past year, and that (a) he/she is physically fit and able to participate in **OT SPORTS**'s Activities and to use **OT SPORTS**'s Facilities; (b) he/she suffers from no medical condition or illness that may hinder, impede, interfere with or adversely affect his/her ability to participate in **OT SPORTS**' Activities or to use **OT SPORTS**'s Facilities; and (c) he/she suffers from no medical condition or illness that may be exacerbated, aggravated, triggered, or otherwise affected, by his/her participation in **OT SPORTS**'s Activities or use of **OT SPORTS**'s Facilities.

3. Acknowledgement of Risk. On behalf of myself, Participant, and any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge that:

(a) Participant's use of **OT SPORTS**'s Facilities and participation in **OT SPORTS**'s Activities creates a potentially dangerous situation in which my child's property is at risk for damage, and my child is at risk for serious emotional and physical or bodily injury, including the potential for broken bones, severe injuries to the head, neck and back, partial or permanent disability, temporary or permanent paralysis, and death ("Risks"), despite measures to reduce, minimize or eliminate these Risks;

(b) The Risks associated with Participant's use of **OT SPORTS**'s Facility and participation in **OT SPORTS**'s Activities may be due to, among other things: (i) Participant's use of **OT SPORTS**'s Facility and participation in **OT SPORTS**'s Activities; (ii) another person's use of **OT SPORTS**'s Facility and participation in **OT SPORTS**'s Activities, including **OT SPORTS**'s employees or agents; (iii) Participant's health or medical condition, which may be exacerbated, aggravated, triggered, or otherwise affected, by his/her use of **OT SPORTS**'s Facility and participation in **OT SPORTS**'s Activities; (iv) the maintenance, inspection, repair, supervision or control of **OT SPORTS**'s sports performance and personal training facility and equipment, or the failure to maintain, inspect, repair, supervise or control **OT SPORTS**'s sports performance and personal training facility and equipment; (v) any latent or apparent defects or conditions in any equipment used at the **OT SPORTS** Facility, or in the **OT SPORTS** Facility; (vi) the failure to warn of a dangerous condition existing at the **OT SPORTS** Facility, or associated with the use of **OT SPORTS**'s Facility and participation in **OT SPORTS**'s Activities; (vii) the instruction, acts, omissions, recommendations, advice, care and/or treatment provided by an employee or agent of **OT SPORTS**; and (viii) some other risk or other danger that is not reasonably foreseeable at this time; and

(c) These Risks may be caused, exacerbated or aggravated by Participant's own action or inaction, and/or the action or inaction of another.

4. Assumption of Risk. On behalf of myself, Participant and any other parent or guardian of Participant, I hereby understand, agree and acknowledge that the list of Risks identified in Section 3 herein is not complete or exhaustive; and that I freely and voluntarily signed up and paid for my child's use of **OT SPORTS**'s Facilities and participation in **OT SPORTS**'s Activities. Furthermore, on behalf of myself, Participant and any other parent or legal guardian of Participant, and on behalf of our heirs, executors, personal representatives, assigns and estates, I hereby knowingly and voluntarily assume and accept all Risks of injury, death, illness, disease, and damage to property, inherent in, associated with or arising from Participant's use of **OT SPORTS**'s Facility and participation in **OT SPORTS**'s Activities, as specified herein, and as may otherwise arise or result therefrom, and I hereby knowingly and voluntarily, forever release, discharge and agree to hold harmless **OT SPORTS**, and its members, owners, employees, officers, agents, representatives, heirs, successors and assigns, from any and all claims, demands, or causes of action, which are in any way connected with Participant's use of **OT SPORTS**'s Facilities and participation in **OT SPORTS**'s Activities ("Claim(s)"), including any such Claims which allege a negligent act or omission of or by **OT SPORTS**; and to indemnify **OT SPORTS**, and its members, owners, employees, officers, agents, representatives, heirs, successors and assigns, for any and all costs, charges or expenses, including reasonable attorneys' fees, incurred in connection with any said Claim.

5. Insurance Coverage. On behalf of myself and on behalf of Participant, I hereby covenant, warrant and represent: (a) that Participant is fully protected by health insurance to cover any personal, emotional or bodily injury or damage which he/she may suffer in connection with his/her use of **OT SPORTS**'s Facility and participation in **OT SPORTS**'s Activities ("Participant's Injuries"); (b) that I shall continue to maintain and shall be responsible for maintaining such health insurance coverage at all times during Participant's use of **OT SPORTS**'s Facility and participation in **OT SPORTS**'s Activities; and (c) that I shall bear and be liable for any and all medical, hospital or related costs, damages, losses, and expenses incurred by as a result of Participant's Injuries.

6. Covenant Not to Sue and Agreement to Indemnify. 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 are each voluntarily waiving any right to, and will be precluded from, suing or otherwise bringing any lawsuit, cause of action, or Claim (as defined herein) against **OT SPORTS**, and its members, owners, employees, officers, agents, representatives, heirs, successors and assigns, for any losses, injuries or damages in connection with, or pertaining to, any personal injury, property loss or death, suffered or sustained by Participant in connection with his/her use of **OT SPORTS**'s Facility and participation in **OT SPORTS**'s Activities, 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 fault of **OT SPORTS**, or its members, owners, employees, officers, agents, representatives, successors, assigns and customers. 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 **OT SPORTS**, and/or its members, owners, employees, officers, agents, representatives, heirs, successors and assigns, as a result of a Participant's use of **OT SPORTS**'s Facility and participation in **OT SPORTS**'s Activities, pursuant to this Agreement, we shall be individually and

jointly liable to **OT SPORTS** 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 arbitrate, and any appeal to such a Claim.

7. Damage and Injury Caused by Participant. On behalf of myself, Participant and any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge that if Participant, in connection with his/her use of **OT SPORT**'s Facility and participation in **OT SPORT**'s Activities: (a) damages, harms or destroys, or causes any damage, harm or destruction to the **OT SPORTS** Facility, or to any of the equipment, fixtures, assets or property contained therein ("Damage by Participant"); or (b) harms, injures or causes the death of another person, through a negligent, careless, reckless or willful act ("Injury by Participant"), I hereby covenant, warrant and agree that we shall be fully and completely liable and responsible for: (i) the monetary amount of any and all costs, damages, losses, and expenses resulting from such Damage by Participant; (ii) the cost to repair or replace any equipment, fixtures, assets or property in or a part of the **OT SPORTS** Facility resulting from such Damage by Participant; and (iii) any and all medical, hospital or related expenses, and other costs, damages, losses, and expenses incurred by another person as a result of such Injury by Participant. Furthermore, on behalf of myself, Participant and any other parent or legal guardian of Participant, we hereby covenant, warrant and agree to completely defend, indemnify and hold **OT SPORTS**, and its members, owners, employees, officers, agents, representatives, successors and assigns, harmless for any and all costs, damages, losses, and expenses, including judgments, fines, settlements, punitive damages and attorneys fees, arising from any threatened, pending or instituted Claim, whether civil, criminal, administrative or arbitrate, and any appeal to such a Claim, in which **OT SPORTS**, or any of its members, owners, employees, officers, agents, representatives, successors and assigns, is joined as a party, or threatened to be joined as a party, resulting from, or in connection with, any such Damage by Participant or Injury by Participant.

8. Emergency Treatment. On behalf of myself, Participant and on behalf of any other parent or legal guardian of Participant, I hereby covenant, warrant and agree that if Participant, in connection with his/her use of **OT SPORT**'s Facility and participation in **OT SPORTS** Activities, sustains an injury or illness, and I am not present or am not able to be reached via the telephone, we hereby give our permission for Participant to be given medical treatment as deemed appropriate and necessary under the circumstances, and/or to be transported to an appropriate medical facility. On behalf of myself, Participant and on behalf of any other parent or legal guardian of Participant, we hereby further covenant, warrant and agree to assume responsibility for all costs, charges and expenses associated with such medical treatment and transportation for Participant; and to completely defend, indemnify and hold **OT SPORTS**, and its members, owners, employees, officers, agents, representatives, successors and assigns, harmless for any and all costs, damages, losses, and expenses, including judgments, fines, settlements, punitive damages and attorneys fees, arising from any threatened, pending or instituted Claim, whether civil, criminal, administrative or arbitrate, and any appeal to such a Claim, in which **OT SPORTS**, or any of its members, owners, employees, officers, agents, representatives, successors and assigns, is joined as a party, or threatened to be joined as a party, resulting from, or in connection with, the administration of medical treatment, assistance or care to Participant, or the transportation of Participant to a medical facility, as permitted hereunder.

9. Protective Gear. I agree that I or Participant will wear approved protective gear as decreed by the governing body of the sport I am participating in. However, protective gear cannot guarantee the participant's safety. I further agree that a helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck, or spinal cord.

10. 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 is intended to be construed under the laws of the State of New Jersey, as broadly and inclusively as is permitted thereby; and that if any portion or 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.

11. 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 OT SPORTS, OR ANY OF ITS MEMBERS, OWNERS, EMPLOYEES, OFFICERS, AGENTS OR REPRESENTATIVES;
- (D) THAT I AM FULLY AWARE OF, AND HAVE BEEN ADVISED OF THE POTENTIAL RISKS CONNECTED WITH PARTICIPANT'S USE OF OT SPORT'S FACILITY AND PARTICIPATION IN OT SPORT'S 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.

Participant's Name (*print*): _____ Home Phone: _____

Participant's Signature: _____ Cell Phone: _____

Emergency Contact: Name _____ Number: _____

Date: _____ E-Mail: _____ Date Of Birth: _____

Participant's Address: _____ City: _____ State: _____ Zip: _____

For Participants of Minority Age (Under 18 at time of registration) Please have parent or guardian complete and sign below.

Guardian Name (*print*): _____ Guardian Signature: _____

Phone Number: _____

**Please list any medical conditions or allergies* _____