

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

This document affects your legal rights: Read carefully before signing.

IN CONSIDERATION of the ability to participate in the sports related activities ("Activities"), offered by Proform Sports Academy, Inc., a California corporation, including, without limitation, training and coaching, or otherwise being permitted to enter 3070 Skyway Dr., Suite 402, Santa Maria, California, I, _____, on behalf of myself (or my minor child) _____, the undersigned acknowledge and voluntarily agree to the following:

I AM AWARE THAT BY PARTICIPATING IN THE ACTIVITIES I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian's initials (if under 18): _____

- 1. ASSUMPTION OF THE RISKS:** I hereby freely assume the above-mentioned risks as well as other risks not listed that are part of the Activities, and any harm, injury or loss that may occur to me or my property as a result of my participation in the Activities, including any injury or loss caused by the negligence of the property owners, third parties, and other participants. I also understand that any equipment I am provided with for the Activities is provided without any warranty about its condition or suitability.
- 2. RELEASE OF LIABILITY:** I hereby release Proform Sports Academy, Inc., John Thomas, Amy Thomas, Skyway Partners, and their successors, employees, agents, coaches, shareholders, officers, directors, and members ("the Released Parties") from all liabilities, causes of action, claims and demands that arise in any way from any injury, death, loss or harm that occurs to me or to any other person or to any property during the Activities or in any way related to the Activities. This release includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be excluded by agreement. I also agree not to sue or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activities or are related in any way to the Activities.
- 3. INDEMNIFICATION, HOLD HARMLESS, AND DEFENSE:** I promise to indemnify, hold harmless, and defend the Released Parties (defined in Section 2) against any and all claims to which Section 2 of this agreement applies. I also promise to indemnify, hold harmless, and defend the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activities. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, trustee, administrator or guardian will be obligated to respect and enforce them.

4. **AGREEMENT TO FOLLOW DIRECTIONS:** I agree to follow the rules for the Activities provided to me and to follow directions given to me by the organizer of the Activities.
5. **SEVERABILITY:** I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by California law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.
6. **APPLICABLE LAW, FORUM & ATTORNEY'S FEES:** This agreement is governed by and shall be construed in accordance with the laws of the state of California, without any reference to its choice of law rules. I agree that any dispute arising from this agreement or in any way associated with the Activities shall be brought only in a state or federal court located in Santa Barabra County, California, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Name (printed): _____ Date: _____

Signature: _____

IF MINOR: Parent or Legal Guardian MUST complete this section. I, the undersigned parent or guardian of the above minor, agree that the terms and conditions of this release shall be binding as to damage or injury to my minor arising out of his/her Participation. I acknowledge that I have read this Release of Liability and know and understand its Contents.

Name (printed): _____ Date: _____

Signature: _____

Phone Number: _____

Email Address: _____