

INSPOITS CENTERS TRUMBULL, LLC

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as “I”, “me” or “myself”), on behalf of myself and any minor for whom I am a parent or acting as guardian (a “Minor”), desire to enter the premises of InSports Centers Trumbull, LLC, a Connecticut limited liability company (the “Company”), located at 29 Trefoil Dr, Trumbull, CT 06611 (the “Premises”) to engage in any activity therein (including merely being physically present in the Premises), or participate in any program or amenity offered by the Company, including any activity, program or amenity involving the Company that is not conducted on the Premises (collectively, the “Activities”). As lawful consideration for being permitted by the Company to be on the Premises and/or to engage in any of the Activities, I agree on behalf of myself and any Minor to all the terms and conditions set forth in this agreement (this “Agreement”).

1. I am aware of the highly contagious nature of bacterial and viral diseases including particularly but without limitation the 2019 novel coronavirus disease (COVID-19) (collectively, “Diseases”) and the risk that I or a Minor may be exposed to or contract a Disease by being on the Premises and/or by engaging in any one or more Activity. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, emotional distress, permanent disability, death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including the Company and any of its Releasees (as defined in paragraph 4 below). I understand that, while the Company has implemented preventative measures in an effort to reduce the spread of Diseases, (i) the Company cannot guarantee that I or a Minor will not become infected with a Disease while on the Premises and/or engaging in an Activity and (ii) being on the Premises and/or engaging in an Activity may increase my risk of contracting a Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH DISEASES, I ACKNOWLEDGE THAT I AND ANY MINOR ARE VOLUNTARILY ENTERING THE PREMISES AND/OR ENGAGING IN ONE OR MORE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME, ON BEHALF OF MYSELF AND ANY MINOR, ALL RISKS OF PERSONAL INJURY, ILLNESS, EMOTIONAL DISTRESS, DISABILITY, DEATH, AND PROPERTY DAMAGE RELATED TO CONTRACTING OR THE RISK OF CONTRACTING A DISEASE, AND OTHERWISE ARISING FROM MY OR A MINOR’S BEING ON THE PREMISES AND/OR ENGAGING IN ANY ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR ANY OF ITS RELEASEES OR OTHERWISE.

2. I acknowledge, agree, and represent that I understand the nature of the Activities to be conducted by me or a Minor on the Premises and that I and any Minor are qualified, in good health, and in proper physical condition to participate in any such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, or if at any time I believe that my health or that of a Minor is suffering or declining, I will, and will cause any Minor to, immediately discontinue further participation in any such Activity and leave the Premises if appropriate.

3. I fully understand that: (i) physical activities involve inherent and other risks and dangers of serious bodily injury, including the potential for serious injury, emotional distress, permanent disability, paralysis and death (“Risks”); (ii) these Risks and dangers may be caused by my own (or any Minor’s) actions or inactions, the actions or inactions of others participating in or observing an Activity, the conditions under which an Activity is taking place, or THE NEGLIGENCE OF THE COMPANY OR ITS RELEASEES; (iii) there are other risks and potential social and economic losses (collectively, “Other Risks”) associated with my participation or the participation of a Minor in an Activity, including risks and potential losses that are not known to me or not readily foreseeable at the present time. On behalf of myself and any Minor, I HEREBY FULLY ACCEPT AND ASSUME ALL RISKS AND OTHER RISKS ASSOCIATED WITH OR RESULTING FROM MY OR A MINOR’S PARTICIPATION IN ANY ACTIVITY AND/OR MY OR A MINOR’S BEING ON THE PREMISES AND FULLY ACCEPT AND ASSUME ALL LIABILITY AND RESPONSIBILITY FOR ANY LOSSES, COSTS, EXPENSES AND DAMAGES THAT I OR A MINOR MAY INCUR AS A RESULT OF MY OR A MINOR’S PARTICIPATION IN ANY ACTIVITY AND/OR MY OR A MINOR’S BEING ON THE PREMISES, INCLUDING LOSSES, COSTS AND DAMAGES ASSOCIATED WITH OR RESULTING FROM ANY RISK OR OTHER RISK.

4. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, employees, agents, consultants, shareholders/members and its and each of their affiliates, successors, and assigns (collectively, “Releasees”), on account of injury, illness, emotional distress, disability, death, or property damage arising out of or attributable to my or a Minor being on the Premises, engaging in any Activity or being exposed to or contracting a Disease, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any Releasee, and forever release and discharge the Company and all Releasees from liability in respect of any such claims.

5. I am familiar with federal, state, and local laws, orders, directives, and guidelines related to Diseases, including the Centers for Disease Control and Prevention (CDC) guidance on Diseases. While on the Premises, I will,

and will cause any Minor to, comply with all such orders, directives, and guidelines. I will also follow and comply with all instructions, rules and guidelines of the Company while on the Premises, including without limitation any requirement at any time to wear a face covering, observe social distancing, frequently wash one's hands and have my or a Minor's temperature taken as a condition of entering the Premises or remaining on the Premises or engaging in any Activity. I agree not to enter the Premises, and not to allow a Minor to enter the Premises, if I am or they are experiencing any symptoms of a Disease (including cough, shortness of breath, or fever), have a confirmed or suspected case of a Disease, or have come in contact in the last 14 days with a person who has been confirmed or suspected of having a Disease.

6. I hereby grant permission to the Company and any of its affiliates to use my likeness and/or that of any Minor, whether through the use of photographs, film, videotape, or other media, for promotional and public outreach purposes and otherwise in connection with the administration of any Activity and in connection with any legal, regulatory or insurance claim. I UNDERSTAND THAT MY LIKENESS AND A MINOR'S LIKENESS MAY BE USED IN PUBLICATIONS, LITERATURE, THE INTERNET, AND OTHER VISUAL MEDIA.

7. I shall defend, indemnify, and hold harmless the Company and all Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by/awarded against the Company or any Releasees, arising out or resulting from any claim of a third party related to or otherwise as the result of or in connection with my or a Minor being on the Premises or engaging in an Activity, including without limitation any such claim involving a Disease.

8. I understand and agree that this Agreement will apply every time I or a Minor are on the Premises or participate in an Activity.

9. This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company, the Releasees, me and any Minor and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction).

10. BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS ON BEHALF OF MYSELF AND ANY MINOR, INCLUDING THE RIGHT TO SUE THE COMPANY.

Signed: _____ Printed Name: _____
Address: _____ Phone: _____ Email: _____
Date: _____

I am the parent or legal guardian of the Minor named above. I have the legal right to consent on behalf of the Minor and legally bind the Minor and, by signing below, I hereby do consent, and legally bind the Minor, to the terms and conditions of this Release of Liability.

Signed: _____ Printed Name of Parent/Legal Guardian: _____
Address: _____ Phone: _____ Email: _____
Date: _____