

## STEEL CITY PARKOUR LIABILITY WAIVER

READ THIS DOCUMENT (this "Liability Waiver") FULLY AND CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. AGREEING TO THE TERMS OF THIS WAIVER AND SIGNING IT ARE REQUIRED FOR PARTICIPATING AND BEING A SPECTATOR AT STEEL CITY PARKOUR.

THIS LIABILITY WAIVER COVERS IMPORTANT LEGAL MATTERS INCLUDING WITHOUT LIMITATION: ASSUMPTION OF ALL RISKS BY YOU, CONSENT TO PARTICIPATE AND MEDICAL TREATMENT, WAIVER OF LIABILITY & RELEASE OF ALL CLAIMS, AN INDEMNITY BY YOU, A NAME AND LIKENESS.

WAIVER.

Participant name: \_\_\_\_\_

Address/P.O. Box: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_ Phone: (\_\_\_\_)-\_\_\_\_\_

Email Address: \_\_\_\_\_

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### 1. Risks of Activity

**Inherent and Additional Risks:** Undersigned understands and agrees that participating in any activity or program, include but not limited to, instructed classes, open gym, private lessons, gym rental, birthday parties, exercising, or being a spectator is inherently dangerous, and Undersigned fully realizes the risks and danger of participating in the activities, programs and using the Steel City Parkour facilities, which risks and dangers include, without limitation, the danger and risk of **PROPERTY DAMAGE, PHYSICAL INJURY AND/ OR DEATH**. The risks above may occur from but not limited to, falling, jumping, landing, misplaced items, uneven surfaces, unstable obstacles, performing tricks and colliding with other staff, students, media personnel and spectators

INJURIES INCLUDE BUT NOT LIMITED TO:

Minor injuries, such as scratches, bruises and sprains

Major injuries, such as joint and back injuries, broken bones, dislocated shoulders, heart attacks and concussions

Catastrophic injuries such as brain injury and paralysis and death

By signing this Liability Waiver, Undersigned freely accept and fully assume responsibility for all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting there from. Undersigned acknowledge and understand that the description of the risks and dangers listed above is not complete and that participating in the activities or programs involves additional risks and dangers, which may include without limitation:

Limited access to and/or delay of medical attention, mental distress from participation, and negligence of others. Undersigned understand that there are risks involved in the decision making and conduct of the Steel City Parkour employees involved with an activity or program including but not limited to the risk that a coach, instructor, or counselor may misjudge participants abilities, conditioning, or misjudge terrain, surfaces or some aspect of the participants mental, emotional or physical condition that may make a certain portion of any activity appropriate or inappropriate for the participant.

#### OTHER RESPONSIBILITIES

Undersigned agree to inspect before use of all equipment offered for use at Steel City Parkour including without limitation, foam pit, trampolines, all and any platforms, walls, permanent structures, temporary structures, movable blocks, obstacles, bars, rails, mats, exercise equipment or any other equipment. The participant agrees to check the area above them, ceiling height, or clear height above to ensure that there is adequate space for them to perform the trick or skill they are attempting. Undersigned agrees to ask Steel City Parkour employees how to use equipment. Undersigned warrant that information provided to Steel City Parkour employees, instructors, and personnel will be accurate and complete. Equipment, or other services provided by Steel City Parkour may have restrictions based on age, height, and ability of the participant.

#### DUTIES OF THE UNDERSIGNED

Adult agrees to read, to have Minor read and, if necessary, explain to Minor all posted signs and warnings. Participant must maintain control at all times while participating in all the activities or programs. Minor is responsible for reading, understanding and complying with all signage, including, without limitation, instructions for the use of the facility, the Liability Waiver, and all other documents. Undersigned acknowledge that Minor/Participant has the physical dexterity and knowledge to safely engage in the programs and activities as well as the use of the Steel City Parkour Facilities.

Undersigned acknowledge and agree that Undersigned are solely responsible for evaluating Minor's or their own physical fitness, mental fitness, technical skills, and experience in order to asses minors or their own suitability to engage in the activities or programs. Undersigned waive any claim of any type against any person who may express an opinion on the same and do not place any reliance or attach any importance to such opinion, whoever may be expressing the same. Participant understands that entering into any "CLOSED" area is illegal. Participant will obey the rules and restrictions placed on certain skill levels. Participant also agrees to only use

equipment cleared for their skill level and will not attempt to perform skills outside of their own ability. Coaches may put certain restrictions on participants' tricks and skills.

#### RELEASE INDEMNIFICATION AND ASSUMPTION OF RISK

In consideration of utilizing the Steel City Parkour Facilities and for other good and valuable consideration, Undersigned agree as follows:

UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature, whether currently known or unknown, which Undersigned, or any of them, have or which could be asserted on behalf of Undersigned in connection with Minor's/participants participation in the activities, programs or use of the Steel City Parkour Facilities, including, without limitation: claims for any loss, damage, injury, illness, death, medical or other expense and/or property damage that Undersigned may suffer or that any other party may suffer, due to any cause whatsoever; and claims of negligence breach of warranty, and/or breach of contract.

#### INDEMNITY

UNDERSIGNED HEREBY AGREES TO HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES from any and all liability, cost, expense, or damage of any kind or nature whatsoever for any property damage or personal injury to any third party and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to participation in the activities, programs, or use of the Steel City Parkour Facility.

#### ASSUMPTION OF RISK

Undersigned agree and understand that there are risks and dangers associated with participation in the activities, programs, and use of the Steel City Parkour Facility, including, without limitation, the acts, omissions, representation carelessness, and negligence of the Released Parties. Undersigned agree and acknowledge that **property loss, physical injury and death** are all possible from participation in the program and activities and use of the facility.

RECOGNIZING THE RISKS AND DANGERS, UNDERSIGNED UNDERSTANDS THAT NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR MINOR OR THEMSELVES TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF PARTICIPATION IN THE ACTIVITIES, PROGRAMS AND USE OF THE STEEL CITY PARKOUR FACILITY, WHETHER OR NOT DESCRIBED IN THIS AGREEMENT, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE. Undersigned hereby acknowledge and agree that Minor is responsible for unreasonable risks while participating in the activities or programs, including, without limitation, attempting skills or tricks that the participant is not qualified to perform safely or causing any other participants/spectators unreasonable risk of harm, and that participant shall follow correct safety procedures when using the facility and participating in the activities or programs.

#### FIRST AID

In connection with any injury Minor may sustain or illness or other medical conditions the participant may experience during their presence at the Steel City Parkour and/or engaging in an activity or program, Undersigned authorize any emergency first aid, medication, medical treatment deemed necessary by the attending personnel and/or the Steel City Parkour employees and agents. Undersigned agree to pay all costs associated with such medical care and related transportation.

#### AGREEMENT TO FOLLOW DIRECTIONS AND RULES

Undersigned agree that participant will follow all rules and conditions governing the participant's attendance at the same and to follow the lawful direction of staff and management at Steel City Parkour.

#### HAZARDOUS SITUATIONS

Undersigned agree that if participant observes any unusual hazard will immediately remove himself/herself from such presence and bring such hazard to the immediate attention of staff present at the facility. Undersigned agree that if the participant undertakes any activity on a structure at the Steel City Parkour Facility, Undersigned shall carefully inspect that the structure is reasonable safe for its intended use. If Undersigned has any doubts as to such safety and/or suitability, participant agrees not to participate in the activity on that structure and immediately remove himself/herself from the perceived area of danger.

#### MINOR ACKNOWLEDGEMENT

Adult acknowledges that he/she is not only signing the Liability Waiver on Adult's own behalf, but that Adult is also signing this Liability Waiver on behalf of Minor and that Minor is bound by all the terms of this Liability Waiver. Additionally, by signing this Liability Waiver as the parent or legal guardian of Minor, Adult understands that he/she is also waiving rights on behalf of Minor that Minor otherwise may have. Adult agrees Minor would not be permitted to participate in the Activity or use the Steel City Parkour Facilities if Adult did not sign this Liability Waiver on Minor's behalf. By signing this Liability Waiver without a parent or legal guardian's signature, Minor, under penalty of fraud, represents that he/she is at least 18 years of age. Adult represents that he/she is a legal parent or guardian of Minor.

PROVIDED FOR IN THIS LIABILITY WAIVER.

**Binding Effect.** This Liability Waiver shall be effective and binding upon Undersigned's heirs, next of kin, executors, administrators, successors, and assigns.

SAFETY VIDEO

Participant agrees to watch the safety video or attend safety instruction by the staff and agrees to follow all rules and instructions set forth in the video or instruction. Undersigned is aware that the safety video or safety instruction is not complete and other safety risks and rules exist beyond the information supplied in the safety video or safety instruction.

MISCELLANEOUS

Undersigned further acknowledges and understands: this Liability Waiver was made and executed in the State of Pennsylvania and shall be governed by, enforced in and construed in accordance with the laws of the State of Pennsylvania; Undersigned in executing this Liability Waiver, is not relying on any inducements, promises, or representations made by the Released Parties; Minor will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; this Liability Waiver constitutes the entire agreement between the parties and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter of this Liability Waiver; this Liability Waiver is a contract and is binding to the fullest extent permitted by law; if any part of this Liability Waiver is deemed to be unenforceable, the remaining terms are and enforceable contract between the parties; and Adult is acting on behalf of the Minor's other parent or legal guardian in signing this Liability Waiver and has the authority to bind such other parent or legal guardian to the terms and conditions of this Liability Waiver on his or her behalf. Steel City Parkour is not responsible for any actions of the participants committed outside of the facility. Participant agrees to not hold Steel City Parkour liable for any injuries sustained outside of the facility.

Definitions. As used herein:

"Adult" means the Undersigned parent or legal guardian, being at least 18 years old, signing on behalf of the Minor named below so that the Minor will be permitted to engage in the Activity.

"Minor" means the Minor named below who will be participating in the activities, programs or as a spectator.

"Participant" means the person engaging in the activities, programs, use of facility or being a spectator.

"Released Parties" means the named corporation (Steel City Parkour and DiGirolamo Athletics LLC), the shareholders or members, managers, directors, officers, agents, partners, sponsors, affiliates, employees, independent contractors, volunteers and guests.

“Undersigned” means the Adult and Minor collectively.

**PARENT OR GUARDIAN SIGNATURE IF SIGNER IS UNDER 18 YEARS OF AGE**

As the parent or guardian of Minor whose name appears above I hereby confirm that I have read this Liability Waiver and accept each and every provision of this Liability Waiver on behalf of myself (as if a direct signatory to this Liability Waiver) as well as on behalf of Minor, intending that this Liability Waiver be irrevocably binding upon me, upon Minor, and upon each of my and Minor’s respective heirs, executors, administrators and assigns. I represent and warrant that I am at least eighteen (18) years of age, that I am the parent or legal guardian of the above Minor, and that I have legal authority to enter into this Liability Waiver and to bind the Minor.

Participants Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Parent or Guardian Signature (if Under 18): \_\_\_\_\_

Print Name: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_

**BOTH SIGNATURES IF UNDER 18!**

Please list any allergies to any medication, foods, etc. or any other important information that the Steel City Parkour Staff may need to know:

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