

## **XL SPORTS WORLD NJ LLC**

### **Release and Waiver of Liability Agreement**

WHEREAS, XL Sports World NJ LLC (“Owner”) is the owner of a property located at 650 Kresson Rd., Cherry Hill, NJ 08034 (“Premises”), and is willing to permit the individuals signing this Agreement to use of the Premises according to the terms and conditions of this Agreement. The use of the Premises, which is a sports facility, includes participation in sports programs including but not limited to: baseball, basketball, flag football, deck hockey, field hockey, roller hockey, futsal, lacrosse, roller skating, inline skating, soccer and volleyball. Premises use also includes participation in activities related to youth camps, classes, birthday parties, tournaments, special events, as well as the use of the jungle gym, inflatables, arcade games, and rental equipment.

In consideration for being provided access to and use of the Premises, each person signing below hereby stipulates and agrees:

1. **Acknowledgement.** I agree and state that I understand the physical nature of the activities that take place on the Premises, and that I am qualified, in good health, and in proper condition to participate in such activity. I represent and warrant that I carry my own health and liability insurance coverage in the amount sufficient to provide adequate compensation for any losses or expenses incurred due to injury while I am a participant.
2. **Use of Premises.** I understand and agree that I may only use the Premises for the purposes set forth in this Release and Waiver of Liability agreement. I further agree that I am responsible for the proper use and care of the Premises and any of Owner’s property and equipment, including rental equipment thereon, and that I will be liable for the replacement cost of any Owner property and equipment, which is damaged, destroyed or lost. I further agree and warrant that if at any time I believe conditions or equipment to be unsafe, I will immediately discontinue further participation in the activity and use of the equipment.
3. **Assumption of Risk.** I understand and acknowledge that the activities that take place on the Premises may be dangerous and may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. I understand that the activities that take place on the Premises may not be supervised and that the Owner of the Premises does not provide medical services. I further acknowledge that any injury I may sustain while on the Premises may be compounded by negligent or delayed medical service. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF AND PARTICIPATION OF ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.
4. **Release from Liability.** I hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever discharge and release Owner and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives (“Released Parties”) from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon and use of the Premises, whether caused by the negligence of the Owner or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries,

temporary or permanent disability, death, and/or property damage sustained by me while on or using the Premises.

5. **Covenant Not to Sue.** I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while on or using the Premises.
6. **Indemnification.** I hereby agree to defend, indemnify and hold harmless Owner and the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of my use of the Premises or participation in any activities on the Premises.
7. **Responsibility for Personal Property.** I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto the Premises and that Owner will not be responsible for or provide any security for my property and personal belongings.
8. **No Representations by Owner.** I acknowledge that Owner makes no representation as to the condition of the Premises or the safety of any structures or equipment that may be used at the Premises. I accept and shall use the Premises in its "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by the Owner or the Owner's employees, agents, or representatives regarding this agreement or the Premises, except to the extent such representations are expressly set forth in this agreement.
9. **Governing Law and Venue.** This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in any state or federal court located in the State of New Jersey in the County of Camden.
10. **Waiver.** No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.
11. **Survival.** Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.
12. **Compliance with Laws.** In the performance of the terms of this Release and Waiver of Liability agreement and use of the Premises, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.
13. **Severability.** If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
14. **Entire Agreement; Modification; Binding Effect.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT SHALL BE EFFECTIVE FROM THE DATE IT IS SIGNED BELOW THROUGH ONE FULL YEAR AFTER SIGNING.

\_\_\_\_\_  
Signature of Player

\_\_\_\_\_  
Signature of Parent/Guardian on behalf of Minor Child

\_\_\_\_\_  
Player Name (Print)

\_\_\_\_\_  
Parent/Guardian Name (Print)

Date: \_\_\_\_\_  
(Month, Day, Year)