

# **GAHANNA SPORTS FACTORY, LLC**

## **PARTICIPATION AGREEMENT/LIABILITY RELEASE**

In consideration of being permitted to use the facilities and participate in recreational activities made available by **Gahanna Sports Factory, LLC**, an Ohio limited liability company (the "Company"), and/or use of the property commonly known as 776 Morrison Road, Gahanna, Ohio 43230 (the "Property"), I, the undersigned individual(s) (collectively with the Company, the "Parties"), agree for myself, my spouse, my children, my heirs, assigns, personal representative and estate (the foregoing collectively referred to as "I", "my", "myself", "we", or "family members"), to the following:

**1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the Company, or the employees, representatives, or agents of the Company. I understand that I can be removed from the Property for the failure to follow rules or direction or for being reckless, endangering others, or disturbing others, all at the discretion of the Company and its employees. I will not be entitled to a refund of any fees or monies paid in the event I am required to leave the Property.

### **2. ASSUMPTION OF THE RISKS AND RELEASE. INCLUDING COVID-19 ACKNOWLEDGEMENT (2.4)**

**2.1.** I assume full responsibility for physical, mental or emotional injury to myself and my family members, and further waive, release and discharge the Company for injury, death, loss or damage arising out of my family's or my presence upon the Property or use of the facilities or equipment owned by the Company (collectively, the "Facilities"), whether caused by the fault or negligence of myself, my family, the Company, or other third parties.

**2.2.** I acknowledge that entering upon the Property and using the Company's Facilities could result in injury, paralysis, death, and/or damage to myself, to property, or to third parties. I recognize that there are certain inherent risks associated with these activities and the use of the Facilities and I assume those risks. My presence on the Property, the use of the Facilities and any activity performed thereon is completely voluntary and I elect to participate in spite of the risks.

**2.3.** I certify that I, as well as my family members, have no physical limitations that would preclude the use of any Facilities or participation in any activities on the Property.

**2.4. I certify that I, as well as my family members, do not have COVID-19 or any symptoms of COVID-19 and acknowledge that entering upon the Property and using the Company's Facilities could result in contracting COVID-19 from an asymptomatic person or otherwise and elect to participate in spite of the risks.**

### **3. INDEMNIFICATION.**

**3.1.** I agree to indemnify and defend the Company, its members, managers, agents, and/or employees against all claims, causes of action **including any claims associated with COVID-19,** damages, judgments, costs or expenses, including attorneys' fees and other litigation costs, known or unknown, which may in any way arise from my family's or my use of the Facilities, or presence upon, the Property, including any claims which allege negligent acts or omissions of the Company and/or its members, employees, representatives or agents.

**3.2.** I further agree that if any family member is a minor, I agree to defend, indemnify, and hold harmless the Company, its members, managers, agents, and/or employees from any and all claims or suits for personal injury or otherwise which are brought by, or on behalf of, the minor, and which are in any way connected with such Facility use or presence on the Property, including injuries or damages caused by the negligent acts or missions of the Company or its members, managers, agents, and/or employees.

**4. DAMAGES.** I agree to pay for all damages to the Property or Facilities caused by any negligent, reckless, or willful actions by my family or by me.

**5. APPLICABLE LAW.** Any legal or equitable claim that may arise from my use of the Facilities or presence on the Property shall be resolved under Ohio law.

**6. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire prior to signing.

**7. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**I HEREBY ACKNOWLEDGE AND AGREE THAT I MAY HAVE A CONSTITUTIONAL RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM, DISPUTE OR LAWSUIT ARISING HEREUNDER; NOTWITHSTANDING I AGREE TO WAIVE SUCH RIGHT, AND, ACCORDINGLY, HEREBY WAIVE SUCH RIGHT TO A JURY TRIAL.**

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO A JURY TRIAL.**

Dated: \_\_\_\_\_, 202\_\_

Adult Signature: \_\_\_\_\_

Adult Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Name(s) of Minor(s): \_\_\_\_\_

Birthdate(s) of Minor(s): \_\_\_\_\_

**INFO REQUIRED FOR TRACING MANDATED BY STATE OF OHIO:**

ADDRESS: \_\_\_\_\_ City \_\_\_\_\_ Zipcode \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_