

## **WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

### ***Hive Athletics, LLC***

Upon signing this Agreement and forever thereafter, you agree that if you participate in or attend any League, team, practice, or company related event, or that of any League team, or are present on League, Team, or company premises or use any League, Team, or company facility, you do so at your own risk and assume the risk of any and all injury and/or damage you might sustain, regardless of whether you are a participant, a spectator, or otherwise. Your assumption of risk includes but is not limited to the use of any sports or other equipment (mechanical or otherwise), and accessing League, Team, or company premises. You further agree to assume the risk of your participation in or presence at any sporting event, practice, activity, class, program, instruction, or league, team, or company sponsored event. You agree that you are voluntarily participating in the aforementioned activities and assume all risk, known and unknown, associated with same. You agree on behalf of yourself (and your spouse, all your children, personal representatives, heirs, executors, administrators, agents, and assigns) to forever release and discharge Hive Athletics, LLC, their owners, employees, agents, representatives, affiliates, successors, and assigns from any and all claims or causes of action (known or unknown) arising out of the negligence of Hive Athletics, LLC, whether active or passive, or that of any of its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any equipment or facilities which may malfunction or break, (b) League, Team's, or Company's improper maintenance of any exercise equipment or facilities (c) League, Team's, or company's negligent instruction or supervision, including personal training, strength training, refereeing and coaching, (d) you slipping or tripping and falling while on League, team, or company premises, including company's negligent inspection or maintenance of such premises, and (e) you sustaining personal injuries as a result of the dangerous condition of property on which you are present in relation to any League, Team, or company function, including company's negligent inspection or maintenance of such premises. By executing this Agreement, you hereby agree to indemnify and hold harmless Hive Athletics, LLC from any loss, liability, damage, or cost League, team, or company may incur due to your presence at any League, Team, or company premises or facility. You further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the state in which this agreement is entered into, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts. You acknowledge that Hive Athletics, LLC provide a service to their members and is not in the business of selling, leasing, or otherwise placing into the stream of commerce exercise or sports equipment, or other such products, and the use of any such items is incidental to the service provided by Hive Athletics, LLC. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION

OR ASSERT A CLAIM AGAINST LEAGUE OR TEAM FOR THEIR NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON THEIR PREMISES. YOU HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAS BEEN MADE. YOU AGREE, FOR YOURSELF AND YOUR SPOUSE, CHILDREN, SUCCESSORS, HEIRS AND ASSIGNS, THAT THE ABOVE REPRESENTATIONS ARE CONTRACTUALLY BINDING, AND ARE NOT MERE RECITALS, AND THAT SHOULD YOU OR YOUR SUCCORS ASSERT ANY CLAIM IN CONTRAVENTION OF THIS AGREEMENT, THE ASSERTING PARTY SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED BY THE OTHER PARTY OR PARTIES IN DEFENDING AGAINST ANY SUCH ACTION.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Printed Name of Parent or Guardian (if applicable)

\_\_\_\_\_  
Signature of Member, Parent, or Guardian (as applicable)

### **Permission to Use Photograph/Likeness**

I grant to Hive Athletics, LLC, its representatives and employees the right to take photographs of me and my property in connection with participation in their activities. I authorize Hive Athletics, LLC, its assigns and transferees to copyright, use and publish my photo or likeness in print and/or electronically. I agree that Hive Athletics, LLC, may use such photographs/likeness of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content. I have read and understand the above:

Signature \_\_\_\_\_

Printed name \_\_\_\_\_

Organization Name (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

Signature of parent or guardian \_\_\_\_\_ (if under age 18)