

– POLARIS PARKOUR, LLC –
WAIVER OF LIABILITY AND RELEASE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING.

YOU MUST SIGN THIS AGREEMENT IN ORDER TO PARTICIPATE IN THE ACTIVITIES ORGANIZED BY THE COMPANY. BY SIGNING THIS AGREEMENT, YOU AGREE TO THE TERMS AND CONDITIONS BELOW. MINORS (UNDER 18 YEARS OF AGE) MUST HAVE THE SIGNATURE OF AN ADULT PARENT OR LEGAL GUARDIAN. YOUR ELECTRONIC ACCEPTANCE SHALL BE CONSIDERED THE SAME AS A SIGNATURE.

PURPOSE. This Waiver of Liability and Release Agreement (“Agreement”) is executed by the undersigned (“User”) in consideration for being permitted to participate in parkour activities organized by Polaris Parkour, LLC (“Company”). Pursuant to this Agreement, the User hereby agrees to release, waive, and discharge the Company from any and all liability for personal injury or property damage arising out of the User’s participation in parkour activities (“Activities”) organized by the Company.

ASSUMPTION OF RISK. The User desires to participate in the Activities organized by the Company. User understands that the Activities constitute a high-risk activity involving significant physical exertion and inherent dangers, including but not limited to: falls from heights, collisions with objects or other participants, equipment failure, and injuries such as cuts, bruises, sprains, broken bones, disfigurement, temporary or permanent disability (including paralysis), or death; as well as damage to property. The User understands that these risks cannot be fully eliminated, even with proper instruction and supervision, particularly when minors are involved. By signing this Agreement, the User voluntarily assumes all risks—both known and unknown—associated with the Activities.

PHYSICAL FITNESS AND WELL-BEING. The User acknowledges that the Activities require a certain level of physical fitness and confirms that he or she is in good physical condition, sufficient to engage in the Activities. The User further acknowledges that the Activities involve strenuous physical activity, including, but not limited to, long walks running, jumping, vaulting, climbing, balancing, and rolling in order to efficiently navigate obstacles in urban or natural environments using only the human body. User agrees to be responsible for recognizing and understanding User’s own physical limitations and will not engage in any activity that is beyond User’s physical abilities.

RIGHT OF REFUSAL AND REMOVAL. The User understands that the Company, or its agents, has the right to refuse the User participation in the Activities if, in the Company’s sole judgment, (a) the User is incapable of meeting the rigors and requirements of participating in the Activities; (b) the User fails to follow staff directions or hinders other participants’ enjoyment of the Activities; or (c) the User’s failure to execute this or other required

documents. Any refusal or removal of the User by the Company shall not constitute an acceptance of any potential or actual liability by the Company, and shall not create a right to a refund.

CANCELLATION AND DELAYS. The User understands that there may be delays, changes and/or cancellation in the schedules of the Activities. In the event that the delay, change and/or cancellation of the Activities arises from events outside of the control of the Company or from the User’s behavior, no monies will be refunded.

MULTIMEDIA LICENSE. The User grants the Company and its agents an irrevocable right to capture photographs, video and audio recordings during the Activities. The User further grants the Company a perpetual, worldwide, irrevocable license to use such photographs, video and audio recordings for promotional, educational, and commercial purposes, in any format or medium, including, but not limited to social media and internet sites, without any compensation to the User or its heirs or assigns.

WAIVER OF LIABILITY, RELEASE, INDEMNIFICATION, AND COVENANT NOT TO SUE. THE USER HEREBY EXPRESSLY AGREES TO BE RESPONSIBLE FOR ITS OWN SAFETY AND WELFARE AND ASSUMES ALL OF THE ABOVE RISKS, INCLUDING BOTH THOSE KNOWN AND UNKNOWN. The User waives all claims against the Company and its agents for any injuries, damages, losses or claims, whether known and unknown, which arise during or as a result of the User’s participation in the Activities, regardless of whether or not caused in whole or part by the negligence or other fault of the Company or its agents. The User agrees that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Arizona. The User releases and forever discharges the Company and its agents from all such claims. Further, the User agrees to indemnify and hold the Company and its agents harmless from all losses, liabilities, damages, costs, or expenses (including but not limited to reasonable attorney fees and other litigation costs and expenses) incurred by the Company or its agents as a result of any claims or suits that the User (or anyone claiming by, under or through the User) may bring against the Company or its agents to recover any

losses, liabilities, costs, damages, or expenses which arise during or result from the User participation in the Activities, regardless of whether or not caused in whole or part by the negligence or other fault of the Company or its agents. THE USER AGREES THAT THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE WAIVER AND RELEASE AND EXPRESS ASSUMPTION OF RISK for the User and the User heirs, successors, assigns, and legal representatives; it being the User's intention to fully assume all risks associated with this Activities and to release the Company and its agents from any and all liability to the maximum extent permitted by the laws of the State of Arizona.

MISCELLANEOUS MATTERS. In the event any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, then the offending term shall be construed as valid and enforceable to the maximum extent permitted by law, and the balance with this Agreement shall remain in full force and effect. This Agreement shall be construed in accordance with the laws of the State of Arizona without regard to its conflict of law provisions and any dispute about this Agreement or arising from the Activities shall be resolved in any State court having jurisdiction over the matter within Pima County, Arizona.

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USERS OVER 18 YEARS OF AGE (ADULTS)

I, the undersigned, have voluntarily and without duress entered into this Agreement. I assert that I have read and fully understand the above terms and that I agree to accept said terms in full and without reservation of any kind.

Pursuant to Arizona Revised Statutes § 44-7001, *et seq.*, my electronic acceptance of these terms shall constitute my legal signature for all purposes.

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USERS UNDER 18 YEARS OF AGE (MINORS)

An adult parent or legal guardian must sign this Agreement on behalf of the minor in addition to the minor. The adult parent or guardian must submit their own signed Agreement separately if also participating in the Activities.

I am the parent or legal guardian of the minor identified below. I understand the legal consequences of signing this Agreement, including (a) releasing the Company and its agents from all liability on the minor's behalf; (b) promising not to sue on the minor's behalf; and (c) assuming all risks of the minor's participation in the Activities. I further understand that I am responsible for the obligations and the acts of the minor as described in this Agreement. I agree to be bound by the terms of this Agreement.

I, the undersigned, have voluntarily and without duress entered into this Agreement on behalf of the minor. I assert that I have read and fully understand the above terms and that I agree to accept said terms in full and without reservation of any kind on behalf of the minor.

Pursuant to Arizona Revised Statutes § 44-7001, *et seq.*, my electronic acceptance of these terms shall constitute my legal signature for all purposes.