



**COVID-19 Assumption of Risk, Waiver of Liability & Indemnity Agreement
(Read Carefully Before Signing)**

Hi-Five Participant Waiver & Release

In enrolling my child/ward ("Participant") at Hi-Five Sports Zone ("Hi-Five"), I, the parent/guardian of the Participant, understand that in attending a Hi-Five program and using the Hi-Five facilities, the Participant does so at his/her own risk. Hi-Five and its owners, employees and agents shall not be liable for any damage whatsoever arising from any personal injury or property loss sustained by participant while participating in a Hi-Five program or being present at a Hi-Five facility.

I, on my own behalf and on behalf of the Participant, and our respective heirs, successors and assigns, hereby release, discharge and hold harmless, Hi-Five and all associated facilities, and their respective shareholders, directors, officers, employees, representatives and agents (hereinafter, collectively "Releasees") from any and all liability, whether caused by the negligence of the Releasees or otherwise, for any claim, demand, damages, judgment, loss, liability, cost and expenses (including, without limitations, attorneys fees and costs) arising out of or connected with a Hi-Five program, including any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and/o death), that the Participant may incur or sustain while participating in a program or being present at a Hi-Five facility.

Participant shall follow the rules of conduct and play set by Hi-Five. Failure to do so may result in suspension from participation.

In the event Participant suffers an illness or injury while at Hi-Five during my absence, I hereby authorize Hi-Five to obtain necessary medical treatment of the Participant and I, in my own behalf and on behalf of the Participant, release and hold harmless Releasees in the exercise of this authority. I further acknowledge and understand that I will be responsible for any and all medical and related bills that be incurred on behalf of Participant for any illness or injury the Participant may sustain while at a Hi-Five facility.

I do hereby consent to the use by Hi-Five and its successors and assigns of photographs, pictures, videos or other likeness of Participant, as they deem appropriate, in its advertising and promoting of Hi-Five programs and activities and associated promotional materials.

This release and waiver shall apply to any and all current and future programs and activities the Participant may engage in at a Hi-Five facility. The Undersigned does hereby warrant and represent that he/she is in fact the parent/guardian of Participant, has consented to the Participant's participation in a

Hi-Five program or activity, has read and fully understands the contents of this Waiver and Release and has agreed individually and on behalf of the Participant to the terms set forth above.

I. Essential Safety Rules

1. Parents and the participant agree to comply with all Facility safety policies which include but are not limited to the following:

A. Parents will keep the participant home if the child has a temperature of 99.7 or higher or exhibits symptoms such as coughing, sneezing, difficulty breathing, or any other flu-like symptoms or symptoms associated with COVID-19.

B. Parents will immediately pick up the participant if they exhibit any of the COVID-related symptoms above.

C. If the participant has been in contact with anyone who exhibits symptoms of COVID-19 or has COVID-19, Parents must inform the Facility immediately.

2. Parents acknowledge that the Facility will send the child home if the he/she exhibits symptoms of COVID-19, has come into contact with anyone who exhibits symptoms of COVID-19 or had COVID-19, does not follow Facility's rules regarding COVID-19, or if Parents or the participant made false, misleading, or incomplete statements when providing health-related information to the Facility.

II. Assumption of Risk

1. Parents and the participant assume all risks of loss or injury resulting from contracting COVID-19 as a result of the participant's participation in the Facility program, activities, use of facility and equipment.

2. Parents and the participant understand that the spread of a communicable disease, such as COVID-19, is an inherent risk of the Facility, notwithstanding any safety precautions that the Facility may take, which makes it impossible to ensure the complete safety of the participant. Neither Parents nor the participant will hold the Facility liable in the event that the participant suffers any illness or injury as a result of being exposed to or contracts COVID-19 at the Facility.

3. Having read and understood the above, Parents and the participant hereby assert that the child's participation in a facility program is completely voluntary. Parents and the participant knowingly assume the risk of contracting COVID-19 at the Facility. The participant agrees to abide by all Facility rules to minimize the risk of injury to the participant and others.

III. Waiver of Liability

1. **Parents and the participant hereby release, waive, and discharge HI-FIVE SPORTS ZONE its owners, employees, officers, independent contractors, vendors, and invitees (individually a “Facility Party and collectively “Facility Parties”) from liability from any and all claims resulting from the exposure, infection and/or spread of COVID-19 related to attendance at the Facility, utilization of Facility services, facilities and equipment or from the negligence of any Facility Party.**
2. Parents and the participant enter into this waiver of liability on behalf of themselves, their heirs, successors, assigns, and personal representatives.
3. **This waiver of liability applies to personal injury, including death, and any other loss incurred by participant or Parents from incidents and illnesses arising from contracting COVID-19 at the Facility**, including but not limited to: use of the facilities and equipment; participation in Facility programs and activities; emergency and nonemergency/routine medical care provided by the Facility; and following negligent instructions of a Facility Party.

IV. Indemnification of the Facility

1. **Parents agree to hold harmless, defend, and indemnify the Facility Parties (that is, defend and pay any judgment and costs, including investigation costs, court costs, and legal/attorney fees) from any and all claims of the participant, the parent, family members, or others arising from the participant’s or a parent’s injury or loss due to participation at the Facility. This includes injuries or losses arising from the inherent risks of the Facility programming experience or the ordinary negligence of the Facility Parties.**
2. **Parents further agree to hold harmless, defend, and indemnify the Facility Parties (that is, defend and pay any judgment and costs, including investigation costs, court costs, and legal/attorney fees) against any and all claims of co-participants, rescuers, and others arising from the participant’s or a parent’s conduct in the course of participation at the Facility.**

V. Other Important Provisions

1. Broad Interpretation: Parents and the participant acknowledge and agree that this Assumption of Risk, Waiver of Liability, and Indemnity Agreement is intended to be as broad and inclusive as permitted by state law.
2. Covenant Not to Sue: Parents and the participant covenant not to sue the Facility for any claim arising directly or indirectly from the participant contracting COVID-19 at the Facility. This includes claims resulting from the inherent risks of the Facility experience, the Facility’s negligence, or the negligence of Facility parties.
3. Severability: Parents and the participant acknowledge and agree that if any portion of this agreement is unlawful, invalid, or unenforceable, it shall not impact the validity and enforceability of any other portion of this agreement.
4. Venue and Choice of Law: Parents and the participant acknowledge and agree that the sole venue for any dispute or cause of action related to this agreement shall be a court of competent jurisdiction located in **the state the Hi-Five Sports Zone attended is located in**. Parents and the participant

acknowledge and agree that that any dispute or cause of action brought under this contract shall be governed by the laws of the state in which the Hi-Five Sports Zone is located without giving effect to principles of conflicts of law.

Acknowledgment of Understanding

I have read this agreement, fully understood its terms, and explained the risks and safety rules set forth above to the participant, who understands the risks and rules. **I acknowledge and agree that, by signing below, I am giving up substantial rights on my own behalf and on behalf of the participant, including the right to sue any Facility Party for injuries resulting from the inherent risks of the Facility experience and the ordinary negligence of the Facility.** I further acknowledge my child is voluntarily participating. I intend my signature to be a complete and unconditional release of all liability, including that due to ordinary negligence by the Facility, to the greatest extent possible under the law. I am signing on my own behalf and on behalf of the participant.