

TriplePlayNY LLC

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

WAIVER: In consideration of being permitted to participate in any way in connection with the Triple Play NY, I, for myself, my children, my heirs, personal representatives and assigns, do hereby release, waive, discharge, and covenant not to sue Triple Play NY LLC and its members, directors, officers, employees, representatives and agents, and their respective heirs, successors and assigns, from all liability from any and all claims, including the negligence of Triple Play NY LLC or its members, directors, officers, employees, representatives or agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the activities with Triple Play NY LLC

ASSUMPTION OF RISKS: Participation in the Triple Play NY facility carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in participation in the Triple Play NY facility. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD HARMLESS Triple Play NY LLC and its members, directors, officers, employees, representatives and agents from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees and costs brought as a result of my involvement in the Triple Play NY facility and to reimburse them for any such expenses incurred.

SEVERABILITY: The undersigned further expressly agrees that the foregoing waiver, assumption of risks and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of New York. If any provision of this waiver, assumption of risks and indemnity agreement is held to be illegal, invalid or unenforceable under any present or future law, such provision will be fully severable, this waiver and assumption will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, the remaining provisions of this waiver, assumption of risks and indemnity agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this waiver, assumption of risks and indemnity agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

ACKNOWLEDGMENT OF UNDERSTANDING: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature/acceptance to be a complete and unconditional release of all liability to the greatest extent allowed by law.

RELEASE AUTHORIZATION FOR EMERGENCY TREATMENT

I understand that I am required to maintain and carry accident medical insurance coverage for the child listed on this application and I verify that the coverage information attached herewith is accurate and true. In the case of an emergency and if I cannot be reached, I authorize the staff of Triple Play NY LLC to obtain whatever medical treatment he/she deems necessary for the welfare of my child listed on this application. I further understand that I will be financially responsible for all charges and fees incurred in the rendering of said emergency treatment, regardless of whether or not my medical insurance would cover such charges and fees.