

RAW Sports, LLC

Waiver and Release of Liability

Please read and carefully review the following information:

In consideration of the RAW Sports, LLC dba Scrap Yard Sports allowing me access to its facilities (the "Facilities") related to the use of sports and fitness equipment and sports facilities, I, on behalf of myself, my spouse, children, and parents, my heirs, assigns, personal representatives and estate, agree as follows:

Initial

Here: By initialing I signify that I fully understand and acknowledge that:

- _____ A) my permission to use the Facilities is contingent upon me signing this Waiver, and, to the best of my knowledge, I am physically and mentally capable of using the Facilities;
- _____ B) risks and dangers exist in my use of the Facilities and my participation in group training, personal training activities, team practices, games, individual lessons, and other physical activities;
- _____ C) these risks and dangers may arise from foreseeable or unforeseeable causes, including hazards and dangers that are integral to the use of sports and fitness equipment, training activities, or sports activities that take place in recreational and fitness environments such as the Facilities;
- _____ D) I hereby voluntarily elect to use the Facilities and enter the premises where the Facilities are provided, knowing that this activity may be hazardous to me and property belonging to me; and
- _____ E) I hereby assume all risks, dangers and responsibility for any losses or injury to me and/or my property, including without limitation bodily injury or death.

In consideration of the Facilities and other valuable consideration, I hereby release, waive and discharge, and agree to hold harmless, defend and indemnify, RAW Sports, LLC dba Scrap Yard Sports and its affiliates, owners, agents, officers and employees from and against any and all liability, claims, demands, actions, and causes of action, including without limitation any claim under any insurance, arising out of or relating to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me or under my care, custody or control, whether caused by the negligence of RAW Sports, LLC dba Scrap Yard Sports or otherwise, while using the Facilities or while in, on, or upon the premises where the Facilities are provided (collectively, the "Claims"). I specifically understand that I am releasing, discharging, and waiving any and all Claims that I may have now or in the future against RAW Sports, LLC dba Scrap Yard Sports and its affiliates, owners, agents, officers, and employees.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND BY SIGNING IT, I AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE RAW SPORTS, LLC DBA SCRAP YARD SPORTS FROM ANY AND ALL PROPERTY DAMAGE, LOSS, ANY PERSONAL INJURY, AND/OR DEATH.

PARTICIPANT NAME: _____ DATE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PARTICIPANT SIGNATURE (if 18 years old or older): _____

PHONE: _____ DATE: _____

PRINTED NAME: _____

PARENT OR GUARDIAN SIGNATURE : _____

PHONE: _____ DATE: _____

PRINTED NAME: _____