

Heavy Hitters Athletic Facility Participant Assumption of Risk and Release of Liability Form (“Release”)

Purpose: Acknowledgement of Informed Consent, Assumption of Risk, Release of Liability, and Acceptance of Indemnification

Heavy Hitters Athletic Facility (the “Premises”) is a space intended to be used for the practice and training of various athletics and sports, including but not limited to, basketball, baseball, and running (“Activities”). Werk Athletics, LLC, D/B/A Heavy Hitters Athletic Facility (“Heavy Hitters”), operates and maintains the Premises and the Activities, and Fifth Ward Partners, LLC (“Property Owner”) owns the building and property wherein the Premises is located. Heavy Hitters and Property Owner are sometimes referred to herein collectively as the “Releasees,” and individually as “Releasee.”

I, _____, for myself, my representatives, assigns, heirs, estate, and next of kin, in consideration of Releasees permitting my presence on the Premises, my use of the equipment and facilities, and my participation in the Activities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

Safety Precautions.

I hereby affirmatively agree to follow all safety rules and instructions, including wearing any required safety equipment, following posted safety rules, and following instructions from Heavy Hitters staff. I further affirm that I will inform a Heavy Hitters manager or employee of conduct or a condition that might endanger myself or others.

Assumption of Risk.

Understanding of Risk. I am willingly choosing to participate in the Activities on the Premises. I acknowledge that my participation in the Activities entails risks that could result in physical or emotional injury, including, but not limited to concussions, broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself and/or third parties. I acknowledge that the risks of the Activities are always present and cannot be entirely eliminated.

Personal Responsibility for Medical Health. I recognize that the Activities may require physical or cardiovascular exertion, and I understand that it is my responsibility to consult with a physician prior to and regarding my participation in any physical activity, including the Activities. I represent and warrant that I am physically fit and that I have no medical condition that would prevent my participation in the Activities. I affirm that I alone am responsible to decide whether or not to engage in the Activities.

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Personal Responsibility for Medical Expenses. If I am injured, I acknowledge that I may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense, or else I agree to bear the costs myself. I UNDERSTAND AND AGREE THAT RELEASEES WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I BECOME INJURED except in the event of gross negligence or a reckless or intentional act carried out by a Heavy Hitters representative.

Full Acceptance of Responsibility for Risks. After an opportunity to fully evaluate and understand the Activities and the risks involved, I hereby assume full responsibility for any risks, injuries, or other damages which I might incur as a result of participation in the Activities.

Release of Liability.

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Releasees and their respective administrators, directors, officers, agents, employees, contractors, and assigns from any liability to me, my representatives, assigns, heirs, estate, and next of kin, for any and all claims, demands, losses, expenses, costs, damages, lawsuits, judgments, and/or liabilities (including attorneys' fees) arising from or related to any and all claims made against any of the Releasees due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my participation in the Activities or presence on the Premises, unless caused by gross negligence or a reckless or intentional act by the Releasees.

Acceptance of INDEMNIFICATION.

I HEREBY VOLUNTARILY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS JOINTLY AND SEVERALLY RELEASEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, SUITS, CONTROVERSIES, JUDGMENTS, DEMANDS, INJURIES (INCLUDING DEATH), SICKNESS, DAMAGES (INCLUDING CONSEQUENTIAL DAMAGES), COSTS, EXPENSES, ATTORNEYS' FEES, AND ANY OTHER LEGAL, EQUITABLE, OR ADMINISTRATIVE ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE ACTIVITIES ON THE PREMISES UNLESS CAUSED BY GROSS NEGLIGENCE OR A RECKLESS OR INTENTIONAL ACT BY THE RELEASEES.

Opportunity to Bargain.

Negotiations. I recognize and understand that I have the option either: (a) to take this Release home to review and return with requested changes; or (b) to download a copy of this Release from the Heavy Hitters website and submit my requested changes electronically prior to

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coming to the Premises. Requested changes to this Release will be reviewed by management within 48 hours of receipt.

Intent. I intend to assume risk, release the Releasees from liability, and indemnify Releasees. If any of the provisions of this Release are found to be unenforceable, I agree that the remainder of the Release should continue in full force and effect, and that any unenforceable provisions should be deemed modified in accordance with what is permitted by law in order to be enforceable.

Miscellaneous.

Term. This Release and all of its provisions shall continue and remain in effect from the date signed and through each and every visit to the Premises by me thereafter, unless revoked by me in writing in advance.

Governing Law. This Release shall be governed, construed, and interpreted under the laws of the State of Wisconsin. Any legal action related to this Release shall be brought in a court located in Milwaukee County, Wisconsin.

Right to Contract. I hereby affirm that I am over the age of majority and have the right to contract in my own name, or that I am the legal guardian of a Participant in the Activities and I am signing on their behalf.

Entirety of Agreement. I affirm that this Release represents the full understanding between myself and Releasees, and supersedes any and all oral or written promises, agreements, or discussions relating to the subject matter hereof.

Acknowledgement of Understanding.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH FULL KNOWLEDGE OF THE CORRESPONDING RISKS, AND VOLUNTARILY SIGNING THIS RELEASE WITH THE FULL INTENT OF RELEASING THE RELEASEES FROM AND INDEMNIFYING THE RELEASEES AGAINST ANY LIABILITY RELATED TO MY PARTICIPATION IN THE ACTIVITIES OR PRESENCE ON THE PREMISES, UNLESS CAUSED BY GROSS NEGLIGENCE OR A RECKLESS OR INTENTIONAL ACT BY THE RELEASEES. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE RELEASE. I UNDERSTAND THIS RELEASE, AND I HEREBY VOLUNTARILY AGREE TO BE BOUND BY ITS TERMS.

PARTICIPANT/GUARDIAN SIGNATURE _____
DATE

PARTICIPANT/GUARDIAN NAME