

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

(Max Field Hockey National High School Invitational Tournament)

Upon signing this Agreement and forever thereafter, you, individually and as the parent and/or guardian, agree that if your child participates in or attends the Max Field Hockey National High School Invitational tournament (“Tournament”), or are present on The Proving Grounds premises (“Facility”) or use any of the Facility, you and your child do so at your own risk and assume the risk of any and all injury and/or damage you might sustain, regardless of whether you/your child are a participant, a spectator, or otherwise. Your assumption of risk includes but is not limited to the playing of any sports or use of any equipment (mechanical or otherwise) of the Facility and presence on the premises. You further agree to assume the risk of your child’s participation in or presence at any sporting event, practice, activity, class, program, instruction, or her team’s events. You agree that you are voluntarily participating in the aforementioned activities and assume all risk, known and unknown, associated with same. You agree on behalf of yourself (and your spouse, all your children, personal representatives, heirs, executors, administrators, agents, and assigns) to forever release and discharge MAXFH-PG EVENTS, LLC; Tees Golf Center, LLC; Tees Golf Center, LLC d/b/a The Proving Grounds and Plymouth Industrial Center, Inc. their owners, employees, agents, representatives, affiliates, successors, and assigns (collectively and individually hereinafter referred to as “Principal Parties”), from any and all claims or causes of action (known or unknown) arising out of your and/or your child’s presence at the Facility, whether active or passive, or that of any of its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any equipment or facilities which may malfunction or break, (b) improper maintenance of any equipment or facilities, (c) negligent instruction or supervision, including refereeing and coaching, (d) you or your child slipping or tripping and falling while at the facility, and (e) you or your child sustaining personal injuries as a result of the dangerous condition of property on which you are present in relation to any negligent inspection or maintenance of such premises. You understand that the entire premises and Facility is an active multi sports complex and risks of personal injury and property damage exist which include but are not limited to players, balls and other equipment leaving the field of play. By executing this Agreement, you hereby agree to indemnify and hold harmless the Principal Parties from any loss, liability, damage, or cost the Principal Parties may incur due to your presence at the Facility. You further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and as inclusive as permitted by the law of the Commonwealth of Pennsylvania, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST ANY AND ALL OF THE PRINCIPAL PARTIES FOR THEIR NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON THEIR PREMISES. YOU HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR

INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAS BEEN MADE. YOU AGREE, FOR YOURSELF AND YOUR SPOUSE, CHILDREN, SUCCESSORS, HEIRS AND ASSIGNS, THAT THE ABOVE REPRESENTATIONS ARE CONTRACTUALLY BINDING, AND ARE NOT MERE RECITALS, AND THAT SHOULD YOU OR YOUR SUCCESSORS ASSERT ANY CLAIM IN CONTRAVENTION OF THIS AGREEMENT, THE ASSERTING PARTY SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED BY THE OTHER PARTY OR PARTIES IN DEFENDING AGAINST ANY SUCH ACTION.

Any changes, deletions and/or modifications to the wording of this Agreement shall be null and void, unless agreed to in writing by the responsible parties.

Date

Printed Name Player/Child Participant

Printed Name of Parent or Guardian

Signature of Parent or Guardian

NOTE: a player will NOT be permitted to participate (practice or game play) if this waiver is not executed by a parent or guardian 18 years of age or older. By signing this agreement on behalf of the player, you represent that you have legal authority to do so and will be bound by the terms and conditions of this document.