

**WAIVER OF LIABILITY, RELEASE, ASSUMPTION
OF RISK AND INDEMNIFICATION AGREEMENT**
(minor child)

The Proving Grounds PA, LLC- Outdoor Turf Fields (PG), operates a sports performance, facility rentals, outdoor sports leagues, personal training, and athletics facility located at 725 Conshohocken Road, Conshohocken, PA 19428 (“Facility Location”). PG and its members, owners, employees, officers, agents, representatives, any owner of the PG Location, and the heirs, successors and assigns of all of the foregoing are collectively referred to as the “PG Parties”. The PG Location and all facilities, equipment, and other fixtures or personal property as may be there from time to time are collectively referred to as the “PG Facilities”.

I, _____ [parent’s full name],

residing at _____,

am the parent or legal guardian of _____ [“Participant”],

born on ____ / ____ / _____,

and residing at _____,

and I am executing this **WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT** (“*Agreement*”) on this date, ____ / ____ / _____,

in order to induce PG to permit Participant’s use of the PG Facilities and participation in programs and activities at the PG Location; and in consideration for PG permission for the Participant to use PG Facilities and equipment and to participate in PG’s programs and activities (“PG Activities”) at the PG Location; and intending to legally bind myself, the Participant, and any other person or legal guardian of the Participant and our heirs, executors, personal representatives, assigns and estates, I hereby acknowledge, warrant and agree to the following:

1. Authority and Permission. As the parent or legal guardian of the Participant, I have the authority to execute this *Agreement* on his/her behalf, and on behalf of any other parent or legal guardian of the Participant, and I hereby grant my permission for the Participant to use PG Facilities and to participate in PG Activities.

2. Release, Covenant Not To Sue, And Agreement To Indemnify.

A. On behalf of myself, the Participant, and any other parent or legal guardian of the Participant, I hereby knowingly and voluntarily, **FOREVER RELEASE, DISCHARGE, AND AGREE TO HOLD HARMLESS** all PG Parties and Plymouth Industrial Center, Inc. (PIC) from any and all claims, demands, or causes of action of any kind which are in any way associated with, related

to, and/or arising from the Participant's presence at and/or use of PG Facilities and/or participation in PG Activities, including, but not limited to, those for losses, injuries or damages pertaining to any property loss, personal injury, or death suffered or sustained by the Participant, whether or not such losses, injuries or damages are caused solely, or in part, by the negligence (including ordinary negligence and gross negligence), recklessness, carelessness or other fault ("*Claim(s)*") of any of the PG Parties. We agree to indemnify all PG Parties and PIC for any and all costs, charges or expenses, including reasonable attorney's fees, incurred in connection with any said *Claim(s)*.

B. On behalf of myself, the Participant, and any other parent or legal guardian of the Participant, I understand, agree and acknowledge that by signing this *Agreement*, **WE EACH VOLUNTARILY WAIVE AND RELEASE ANY RIGHT TO SUE OR OTHERWISE BRING ANY CLAIM** (as defined above), **AND WILL BE PRECLUDED FROM, SUING OR OTHERWISE BRINGING ANY CLAIM** (as defined above), against any of the PG Parties including, but not limited to, any *Claim(s)* for losses, injuries or damages pertaining to any property loss, personal injury, or death suffered or sustained by the Participant, whether or not such losses, injuries or damages are caused solely or, in part, by the negligence (including ordinary negligence and gross negligence), recklessness, carelessness or other fault of any of the PG Parties. This also means that a *Claim(s)* cannot be pursued by or on behalf of the Participant against any of the PG Parties for contribution or indemnity (or to share the liability) if a claim, demand, or cause of action of any kind is asserted against Participant which is in any way associated with, related to, and/or arising from the Participant's presence at and/or use of Tee's Facilities and/or participation in PG Activities.

C. On behalf of myself, the Participant, and any other parent or legal guardian of the Participant, I hereby understand, agree and acknowledge that if suit or other claim of any kind is brought on behalf of the Participant against a party other than PG Parties for any property loss, personal injury, or death suffered or sustained by the Participant, which is in any way associated with, related to, and/or arising from the Participant's presence at and/or use of PG Facilities and/or participation in PG Activities, and any PG Parties become a party to such claim or suit, then **IN ORDER TO RELIEVE ANY PG'S PARTIES FROM LIABILITY TO MAKE CONTRIBUTION TO ANOTHER PARTY, ANY MONEY JUDGMENT OBTAINED AGAINST ANY SUCH OTHER PARTY SHALL BE RELEASED AND REDUCED TO THE EXTENT OF THE PG PARTIES' PRO RATA SHARE OF DAMAGES RECOVERABLE AGAINST ALL OTHERS.**

D. Furthermore, on behalf of myself, the Participant, and any other parent or legal guardian of the Participant, I hereby covenant, warrant and agree that should any of us, or the heirs, representatives, assigns or estates of any of us, breach this *Agreement* by commencing a lawsuit, or by otherwise bringing a *Claim(s)* against any of the PG Parties which is in any way associated with, related to, and/or arising from the Participant's presence at and/or use of PG Facilities and/or participation in PG Activities, pursuant to this *Agreement*, **WE SHALL INDEMNIFY AND BE INDIVIDUALLY AND JOINTLY LIABLE TO PG PARTIES** for any and all costs, damages, losses and expenses, including judgments, fines, settlements, punitive damages and

attorneys' fees, arising from any such threatened, pending or instituted *Claim(s)*, whether civil, criminal, administrative or arbitrative, and any appeal to such *Claim(s)*.

3. Governing Law. On behalf of myself, the Participant, and any other parent or legal guardian of the Participant, I hereby understand, agree and acknowledge that this Agreement shall be construed under the internal laws of the Commonwealth of Pennsylvania without reference to conflict of laws principles, as broadly and inclusively as is permitted thereby; and that if any portion of provision of this Agreement shall be held invalid, illegal or unenforceable, this shall not affect the validity or enforceability of any other provision of this *Agreement*. This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification is sought.

4. Acknowledgements. On behalf of myself, the Participant, and any other parent or legal guardian of the Participant, I hereby understand, agree and acknowledge:

(A) THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT;

(B) THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT, AND AGREE TO BE BOUND BY ITS TERMS;

(C) THAT I HAVE NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS MADE BY PG OR ANY OF ITS MEMBERS, OWNERS, EMPLOYEES, OFFICERS, AGENTS REPRESENTATIVES;

(D) THAT I AM FULLY AWARE OF THAT THERE ARE POTENTIAL RISKS CONNECTED WITH THE PARTICIPANT'S USE OF PG FACILITIES AND PARTICIPATION IN PG'S ACTIVITIES AND;

(E) THAT I AM SIGNING THIS DOCUMENT VOLUNTARILY, AND OF MY OWN FREE WILL.

(F) PHOTOGRAPHS AND/OR VIDEOS MAY BE CAPTURED AT ANY AND ALL EVENTS AND/OR GAMES AND/OR PRACTICES AT THE PROVING GROUNDS. BY REGISTERING MY CHILD FOR PARTICIPATING IN AND/OR ATTENDING THE EVENT(S), GAME(S), AND/OR PRACTICES, I UNDERSTAND THAT MY CHILD MAY APPEAR IN PHOTOS OR VIDEOS TAKEN DURING THE EVENT(S), GAME(S) AND/OR PRACTICE(S).

IF ONLY ONE PARENT OR GUARDIAN EXECUTES THIS AGREEMENT ON BEHALF OF THE PARTICIPANT WHO IS UNDER 18 YEARS OF AGE, THEN THE UNDERSIGNED PARENT OR GUARDIAN OF THE PARTICIPANT HEREBY COVENANTS, WARRANTS, REPRESENTS AND AGREES THAT HE OR SHE IS EXECUTING THIS AGREEMENT ON BEHALF OF, AND AS AGENT FOR, ANY OTHER INDIVIDUAL WHO MAY BE A PARENT OR GUARDIAN OF THE PARTICIPANT, AND THAT BY EXECUTING THIS AGREEMENT, THE UNDERSIGNED IS BINDING HIMSELF/HERSELF, THE PARTICIPANT, AND ALL OF THEIR HEIRS, EXECUTORS, PERSONAL REPRESENTATIVE, ASSIGNS AND ESTATES.

READ BEFORE SIGNING.

Participant's Name [print]: _____

Guardian Name [print]: _____

Guardian's Signature: _____

Guardian's Address: _____

Guardian's Telephone: _____

Email info updates: _____

Organization/Group Name: _____

Updated May 2024