

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Mad Apple Sports Performance, LLC, an Indiana limited liability company (the “**Company**”), operates a sports fitness and training facility located at two facilities (“**Facility 1 and Facility 2**”), 360 Illinois Road, Fort Wayne, Indiana 46804 (the “**Facility 1**”) and 4141 N Clinton St. Fort Wayne Indiana 46805 (the “**Facility 2**”). The undersigned (“**Client**”) desires to (a) participate in physical fitness activities through the use of the Company’s sports fitness and training services (“**Services**”) and/or (b) lease the Facility for the purpose of allowing other individuals (“**Guests**”) to engage in sports fitness and training activities (“**Lease**”). In consideration of the Services and/or Lease, Client agrees to all of the terms and conditions set forth in this instrument (“**Release**”).

1. **Release and Waiver.** Client, on Client’s own behalf and on behalf of Client’s heirs, executors, administrators, and successors and assigns, hereby releases and forever discharges the Company and its owners, managers, employees, agents, and successors and assigns (collectively, “**Releasees**”) from any and all liability, claims, demands, damages, costs, and expenses, including without limitation attorney’s fees (“**Claims**”), arising out of or in any way connected with the Services and/or Lease, including without limitation any Claims alleging injury, disability, death, or property damage or any Claims alleging, in whole or in part, negligence of the Company and/or any Releasees.

2. **Assumption of Risk.** Client acknowledges and agrees that the Services and/or Lease could involve risk of injury, disability, death, or property damage, and accepts personal responsibility for any Claims that Client or a Guest (if applicable) may have arising out of or in any way connected with the Services and/or Lease. Client further acknowledges and agrees that Client and Guests (if applicable) are physically able to use the Services and/or Facility and assumes all risks, known or unknown, connected with Client’s or a Guest’s (if applicable) use of the Services and/or Facility.

3. **Indemnification.** Client shall indemnify and hold harmless the Company and Releasees from any and all Claims arising out of or in any way connected with the Services and/or Lease, including without limitation any Claims brought by a Guest.

4. **Agreement by Guests.** In the event of a Lease, Client shall have each Guest execute a Release prior to using the Services or Facility.

5. **Miscellaneous.** This Release constitutes the sole and entire agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and Client and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

[Signature Page Follows]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Signed:

Printed Name:

Address:

Date: _____

[If a Parent or Legal Guardian]

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Release on behalf of the minor named above.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____