

TKSLR LLC (Long Island Sports Hub)

Assumption of Risk – Waiver of Liability – Indemnification Agreement

Turf Fields, Courts, Ice Rink, & Gladiator Program Participants

The activities at, or sponsored by, **TKSLR LLC** (hereinafter referred to as “**LI Sports HUB**”) include ice hockey, figure/ice skating, curling, basketball, volleyball, badminton, pickleball, soccer, lacrosse, baseball, softball, football, dodgeball, kickball among other field games and turf activities, whether sponsored through LI Sports HUB, the Long Island Gladiators (the “Gladiators”) or any third-party renting time or space at LI Sports HUB (collectively referred to as “HUB Activities”). They offer the participant fun, competition, and wholesome recreation. Benefits include getting away from the TV, physical activity, and healthful social interaction. The required physical exertion is suitable for most levels of fitness and skill. While the many benefits of these activities are apparent, **LI Sports HUB and its staff regard participant safety as a top priority** and feel it is important that the participant (and parent/guardian) understand that there are risks inherent in the activity regardless of the care taken by **LI Sports HUB**. Some risks that are inherent in the activity and cannot be totally eliminated include tripping, slipping, falling, collisions between participants and/or coaches, and inadvertent contact (striking, hitting) with balls, pucks or other equipment. Other inherent risks include, but are not limited to unexpected equipment failure and/or errors in judgment by **LI Sports HUB** employees.

LI Sports HUB feels that it is important that the participant (and parent/guardian) understand that 3 types of injuries can occur. 1). Minor injuries are the most common and include, but are not limited to, muscle soreness, headaches, and bruises. 2). Serious injuries, while less common, do occur occasionally and include, but are not limited to broken bones, internal injuries and head injuries that may result in concussion. 3). Catastrophic injuries while rare are still remotely possible and can include paralysis and even death.

Assumption of Inherent Risks: I, the ADULT PARTICIPANT [OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S)], (hereafter referred to as PARTICIPANT/PARENT) **understand that all HUB Activities include inherent risks that cannot be totally eliminated** regardless of the care taken by **LI Sports HUB**. PARTICIPANT/PARENT 1) **know**, 2) **understand**, and 3) **appreciate the types of injuries** inherent in HUB Activities. PARTICIPANT/PARENT **hereby assert that PARTICIPANT/PARENT knowingly assume all inherent risks of those activity.**

Waiver of Liability for Ordinary Negligence of LI Sports HUB: In consideration of permission to use the property, facilities, equipment, and services of **LI Sports HUB**, including off-site participation in Gladiator team activities, today and on all future dates, PARTICIPANT/PARENT, on behalf of [myself, my spouse, heirs, personal representatives, and assigns = *Releasing Parties*] **do hereby waive, release, discharge and covenant not to sue LI Sports HUB** [including, owners, directors, officers, employees, volunteers, independent contractors, agents and equipment suppliers = *Protected Parties*] **from liability from any and all claims arising from the ordinary negligence of the Protected Parties.**

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in HUB Activities including, but not limited to: recreational, practice, or competitive activity; events; organized or individual training and conditioning activities; tests, classes, and instruction; observers or spectators; individual use of facilities, equipment, shower/locker room areas, and all premises including the associated sidewalks, parking lots, and in the case of Gladiators activities, off site facilities; and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification: PARTICIPANT/PARENT also **agree to hold harmless, defend, and indemnify LI Sports HUB** (that is, defend and pay any judgment and costs, including investigation costs, attorney’s fees, and related expenses) from **any and all claims of Releasing Parties** arising from participation in HUB Activities, (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of *Protected Parties*). PARTICIPANT/PARENT further agree to hold harmless, defend, and indemnify **LI Sports HUB** against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant in HUB Activities.

Clarifying Clauses: PARTICIPANT/PARENT confirm that: 1) this agreement **supersedes any and all previous oral or written promises or agreements.** I understand that this is the entire agreement between me and **LI Sports HUB** and cannot be modified or changed in any way by representations or statements by any agent or employee of; **LI Sports HUB** 2) the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of New York and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect; and 3) if legal action is brought, the appropriate trial court for the County of Nassau in the State of New York has the **sole and exclusive jurisdiction** and that only the substantive laws of the State of New York shall apply.

Acknowledgment of Understanding: PARTICIPANT/PARENT **have read and understand this Agreement.** I understand that I am **giving up substantial rights**, including the right of the PARTICIPANT/PARENT to sue for damages in the event of death, injury or loss. I acknowledge that I am voluntarily signing the agreement, and **intend my signature to be a complete release of all liability, including that due to ordinary negligence by the Protected Parties**, to the greatest extent allowed by law of the State of New York.

Notices and Electronic Communications: You consent to receive notices and other communications from **TKSLR LLC (LI Sports HUB)** by: (i) posting notices on the website or (ii) sending you an email at the email address you provided to us. You can withdraw your consent by calling us at 516-364-4000, by sending an email to info@lisportshub.com or by using the unsubscribe link that is part of any communications you receive.

I **hereby GRANT PERMISSION to LI Sports HUB** and its employees, agents, representatives, affiliates & licensees, to PHTOGRAPH/RECORD MY IMAGES, LIKENESS, or DEPICTION and/or that of my minor children (if applicable). I hereby grant permission to the **LI Sports HUB** to edit such photographs/videos and waive any right to inspect the final photographs/video. I hereby consent to and permit photographs/videos of me and/or those of my minor children to be used by LI Sports HUB for any reasonable business purpose, including educational and advertisement purposes, and in any medium, including print and electronic. I understand that LI Sports HUB may use such photographs/videos with or without associating names thereto. I further waive any claim for compensation of any kind for LI Sports HUB’s use or publication of photographs/videos of me and/or those of my minor children (if applicable).

REFUND POLICY

- Refunds are only available before the start of the first session/class of the registered program
- There will be **NO REFUNDS** issued once a program begins
- Credits are available for medical reasons only (with doctor authorization)
- If medical authorization is approved, a credit for your remaining sessions will be put on your account
- The Long Island Sports Hub **DOES NOT** offer prorating for any of our programs
- Drop-in rates may be available for programs that have not yet reached maximum registration
- Drop-in rates will be available on a first-come-first-serve basis
- If a free trial is offered you are **NOT** guaranteed a spot for a program with a maximum registration
- Continuous program dates and times are subject to change
- *Inclement weather policies:* If the Long Island Sports Hub is closed due to inclement weather your rental or program will be rescheduled for a future date. If the Long Island Sports Hub remains open during inclement weather your rental or program will not be rescheduled if you are unable to attend.

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| Email: _____ | Contact Phone # _____ | |
| _____ Name of PARTICIPANT (Print) | _____ Signature of PARTICIPANT | _____ Date |
| _____ Name of PARENT/GUARDIAN (Print) | _____ Signature of PARENT/GUARDIAN | _____ Date |