

## AGREEMENT, WAIVER AND RELEASE OF LIABILITY

In exchange for being allowed to use certain recreational facilities located at 6155 Veterans Pkwy, Mishawaka, IN 46545 (the "Facility"), I, and if I am not yet 18 years old, my parent(s) or legal guardian(s), agree to be bound by each of the following:

1. **Use of Facility.** I will use and occupy the Facility only as permitted by CA Mishawaka Fieldhouse, LLC ("MFH") in its sole and exclusive discretion. In addition, I agree to the following terms respecting my use of the Facility:

A. **Compliance with Law.** I will not use or occupy any portion of the Facility for any conduct or activity that is in violation of any statute, ordinance, order, regulation, or rule of any federal, state, county, or municipal authority or for any conduct or activity that MFH, in its sole and exclusive discretion, deems disreputable, potentially dangerous or hazardous to persons or property, lewd, indecent, or otherwise objectionable. I agree to be bound by all rules and regulations of MFH ("Rules and Regulations") as may from time to time be adopted by MFH for the use and occupancy of the Facility.

B. **Limitations.** I will use only the Facility and not any surrounding or contiguous areas other than for ingress and egress to and from the Facility. Further, I understand and acknowledge that my use of the Facility is non-exclusive and that there may be other individuals occupying and/or using the Facility concurrently with me. I agree that MFH shall have full, complete, and absolute authority to establish the schedules for the use of the Facility. I agree to comply with all such schedules.

C. **Enforcement Authority.** I agree that MFH shall have the right to enforce all Rules and Regulations pertaining to the Facility and all terms of this Agreement, Waiver and Release of Liability (the "Agreement") and to eject me from the Facility and suspend or revoke my right to use the Facility for violations thereof or if I exhibit conduct or behavior that MFH, in its sole and exclusive discretion, determines is inappropriate, dangerous, or otherwise objectionable.

2. **Risks; Release and Waiver; and Indemnification.** I understand that MFH and its representatives may not be present during my use of the Facility. I understand that my use of the Facility may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Agreement is intended to address all of the risks of any kind associated with my use of the Facility, including, but not limited to risks created by the following: (i) the use and condition of the Facility and/or any equipment or amenities therein or thereon; (ii) the Rules and Regulations governing the occupancy or use of the Facility (or the lack or inadequacy thereof); (iii) the failure of MFH to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons; (iv) the inadequacy or unavailability of medical facilities or treatment at or near the Facility; and (v) the lack or inadequacy of supervision at the Facility. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my occupancy or use of the Facility. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my occupancy or use of the Facility. I release MFH and its affiliates, and its and their members, managers, directors, officers, employees, agents, volunteers, successors, and assigns (collectively, the "Released Parties") from any and all liability for, and waive any and all claims for, injury, loss, or damage in any way connected with my occupancy or use of the Facility, except to the extent prohibited by Indiana law. I agree to indemnify and to hold harmless the Released Parties, including MFH, from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees, in any way connected with or arising out of the occupancy or use of the Facility by me or by any other party or person purportedly deriving the right to use or occupy the Facility by or through me, except to the extent prohibited by Indiana law.

3. **Miscellaneous.**

A. **Binding Effect.** This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin and assigns and shall inure to the benefit of all Released Parties and their respective successors and assigns.

B. **Severability.** If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law

C. **Applicable Law.** This Agreement shall be governed, construed, and enforced in accordance with the law of the State of Indiana without giving effect to any choice of law provisions.

D. **Entire Agreement.** This instrument supersedes all prior waivers and written or oral understandings, agreements or contracts concerning any use of the Facility.

**THIS AGREEMENT INCLUDES A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS AGREEMENT ONLY AFTER A CAREFUL REVIEW OF ITS CONTENTS.**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If the person signing above is not yet 18 years old either such individual's custodial parent(s) or such individual's legal guardian(s) also must sign.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date