

# EYES UP, LLC, PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION

(PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING IT, YOU ARE GIVING UP YOUR AND/OR YOUR SPOUSE AND MINOR'S LEGAL RIGHTS)

**BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHTS AND THE RIGHTS OF MY SPOUSE AND/OR CHILD(REN) TO SUE EYES UP, LLC FOR ANY INJURY, INCLUDING PARALYSIS OR DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF EYES UP, INCLUDING ANY OF ITS AGENTS, VOLUNTEERS, PEOPLE NON AFFILIATED WITH EYES UP, LLC, EMPLOYEES AND EQUIPMENT.**

In consideration of being allowed to participate in the services and activities, including, but not limited to, running, racing, jumping, sliding, push-ups, and all other activity (collectively "ACTIVITIES"), provided by EYES UP, LLC and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively "EYES UP, LLC"), I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge EYES UP, LLC on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities as set forth below. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby acknowledges, agrees and represents that immediately upon entering or participating I will, inspect and carefully consider EYES UP, LLC premises and facilities. It is further warranted that such entry into EYES UP, LLC facilities for observation or use of any facilities or equipment or participation in ACTIVITIES constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) as being safe and reasonably suited for the purpose of such observation, use or participation by myself, and/or by my spouse, minor child(ren)/ward(s). The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby represent that (i) I/we are in good health and in proper physical condition to participate in the activities in which EYES UP, LLC provides; and (ii) I/we are not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/our ability to safely participate in activities; (iii) I/we have not been advised against activities by a health professional. I agree that it is my sole responsibility to determine whether I/we are sufficiently fit and healthy enough to participate in activities. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), agree to be familiar with and to abide by the rules established for the ACTIVITIES, which include without limitation the rules posted in the facility and/or the website. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), accepts sole responsibility for my own conduct and actions, as well as the conduct and actions of my spouse, minor child(ren)/ward(s) while participating in the activities, and the condition and adequacy of the equipment.

- (1) **RELEASE OF LIABILITY:** Despite all known and unknown risks including but not limited to serious bodily injury, permanent disability, illness, paralysis and loss of life, I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge and agree not to sue EYES UP, LLC and agree to hold said parties harmless of and from any and all manner of actions or omission(s), causes of action, suits, sums of money, controversies, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by EYES UP, LLC or any EQUIPMENT SUPPLIERS, whether the action arises out of any damage, loss, personal injury, or death to me or my spouse, minor child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES in or about the premises. This Release of Liability, is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of EYES UP, LLC and/or any EQUIPMENT SUPPLIERS.
- (2) **INDEMNIFICATION:** I understand that the known and unknown risks may be caused in whole or in part by my or my spouse or child(ren)/wards own actions or inactions, the actions or inactions of others participating in activities, or the acts, inaction or negligence of EYES UP, LLC and in consideration of being allowed, along with my spouse and/or my minor child(ren)/ward(s) to participate in the ACTIVITIES, I hereby assume all risk of damage, illness, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) as a result of the participation in ACTIVITIES in or about the playing field or facility, including any such loss due to any negligence of EYES UP, LLC and agree to indemnify and hold harmless EYES UP, LLC from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by EYES UP, LLC as a result of any claims asserted by myself, my spouse and/or child(ren)/ward(s) against EYES UP, LLC, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments EYES UP, LLC incurs in the event of such loss whether caused by the negligence of EYES UP, LLC and that on behalf of myself, my spouse or my minor child(ren)/ward(s) I further agree to indemnify and hold harmless EYES UP, LLC for any injury, damage and/or harm myself, my spouse and/or my minor child(ren)/ward(s) cause to EYES UP LLC, or its fields or facility and/or to any and all other persons and entities acting in any capacity on behalf of EYES UP, LLC.
- (3) **ATTORNEYS' FEES:** I promise to indemnify EYES UP, LLC for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of EYES UP, LLC pre-judgment and post-judgment interest shall accrue thereon at a rate of 18% per annum.

- (4) **PHOTO RELEASE:** By enrolling in EYES UP, LLC and participating in the ACTIVITIES, I hereby grant EYES UP, LLC on behalf of myself, my spouse and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me, my spouse or my child(ren)/ward(s) in connection with EYES UP, LLC and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.
- (5) **TERMS OF AGREEMENT:** I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my spouse and/ or child(ren)/ward(s) visit EYES UP, LLC, whether at the current location or any other location or facility. The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the laws of this state and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- (6) **VENUE:** In the event a lawsuit is filed against EYES UP, LLC I agree to the sole and exclusive venue of Mecklenburg County, North Carolina. I further agree that the substantive law of North Carolina shall apply without regard to any conflict of law rules.

**By signing this document, I understand that I may be found by a court of law to have forever waived my and my spouse and/or child(ren)/ward(s) right to maintain any action against EYES UP, LLC on the basis of any claim from which I have released EYES UP, LLC and any released party herein and that I have assumed all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) and agreed to indemnify and hold harmless EYES UP from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by EYES UP, LLC as a result of the participation in ACTIVITIES in or about the facility by myself, my spouse and/or child(ren)/ward(s) and/or claims asserted by myself, my spouse and/or child(ren)/ward(s) against EYES UP, LLC related to such participation in ACTIVITIES. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.**

**You MUST be 18 years old or older to sign your own waiver**

**You MUST be the Parent or Legal Guardian to sign for a minor (under age 18)**

**Enter Adult Full Name and Date of Birth**

**(If under age 18, it must be completed by Parent/Legal Guardian -- Enter Adult Full Name/Date of Birth of Parent/Guardian)**

Adult First and Last Name: \_\_\_\_\_

Adult Date of Birth: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Enter Child Full Name and Date of Birth of all Family Members under age 18**

Child Full Name #1: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Child Full Name #2: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Child Full Name #3: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Child Full Name #4: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Child Full Name #5: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Child Full Name #6: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**We reserve the right to review your license and/or other forms of ID to verify identity and age.**