

RELEASE AND WAIVER OF LIABILITY

PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING, YOU ARE GIVING UP LEGAL RIGHTS. In consideration for being permitted to participate in the Shasta Obstacle Course and related activities (collectively, "Activities") conducted by The Walsh Group LLC, doing business as Sun Oaks Tennis and Fitness (herein referred to as the "Company"), I (name printed below) hereby agree as follows:

ASSUMPTION OF RISK: I agree that I am and/or my child/ward is voluntarily participating in the activities offered by the Company including but not limited to participating in the obstacle course, and the use of the equipment, facilities, and premises. I am assuming, on behalf of myself and/or my child/ward, all risk of personal injury, death or disability to me and/or my child/ward that might result from such participation, or any damage, loss or theft of any personal property which I or my child/ward may incur. I understand that participating in an obstacle course racing event with obstacles has inherent risks. I also understand and I have been warned that if I have had any previous injuries, I am at heightened risk of injury.

I understand and accept the above risks of bodily injury related to the activities. (INITIAL HERE) _____

RELEASE OF LIABILITY: I agree on behalf of myself and/or my child/ward and my/their personal representatives, successors, heirs, and assigns to hold the Company and its affiliates, instructors, officers, directors, agents, employees, and members, as well as the property owner and tenants of the property and the owners, manufacturers and installers of the equipment comprising the obstacle course (collectively, the "Releasees") harmless from any and all claims or causes of action arising out of my and/or my child's/ward's participation in the activities, including without limitation, obstacle course use. I expressly release and discharge Releasees from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury or death to me and/or my child/ward, while participating in any of the activities, including without limitation, the obstacle course, strenuous bodily movement, and exposure to extreme conditions. This release is valid and effective whether the damage, loss or death is a result of any act or omission on the part of any of Releasees or from any other cause. This Waiver and Release of all liability includes, without limitation, injuries, illness, or accidents, which may occur as a result of (a) participating in the obstacle course, (b) any equipment which may malfunction or break, (c) improper maintenance of any equipment, or (d) slipping and falling while at the facility or on obstacle course or the surrounding premises.

I understand that I voluntarily give up my right to sue the above mentioned parties. (INITIAL HERE) _____

I further grant the Company the right to photograph and/or videotape me and/or my child/ward and to use my child's/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AND WAIVER, HAVE HAD ADEQUATE TIME TO REVIEW AND CONSIDER THIS RELEASE AND WAIVER, AM NOT UNDER ANY DURESS OR UNDUE INFLUENCE, AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF AND/OR MY CHILD/WARD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR DAMAGE, INJURY OR LOSS OF ANY KIND AGAINST THE RELEASEES. IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY THE COMPANY.

I have read the above, been given the opportunity to ask questions, considered its effects, understand its content, and agree to the terms as stated above.

Name of Participant

Signature of Participant

Date

IF PARTICIPANT IS UNDER EIGHTEEN (18), YEARS OF AGE. I have read the above, been given the opportunity to ask questions, considered its effects, understand its content, and agree on behalf of myself and my child/ward, to the terms as stated above. I will further indemnify, defend and hold harmless the Releasees against any damages incurred as a result of any action by my child/ward including attorney's fees and costs. I acknowledge that there will be at least one adult present and supervising my child/ward, that this adult will be an employee of the Company, and that this adult will be within 40 feet of my child while they are participating.

Name of Parent or Guardian of Participant

Signature of Parent or Guardian of Participant

Date