

## ASSUMPTION OF RISK AND WAIVER AND RELEASE OF LIABILITY

I desire to participate in a padel tournament ("Tournament") at The Sports Haus (the "Club") at 129 Woodward Avenue, Norwalk, CT 06854. I believe that I gain personal value from participating in the tournament and/or being a member of the Club. The Club is permitting me to participate in the tournament only in exchange for my agreement to the following (this "Release"), and the Club is expressly relying on my waiver, release, and agreement in order to permit me to be on Club premises and to participate in the tournament.

I UNDERSTAND AND AGREE THAT THE tournament ARE POTENTIALLY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE. I UNDERSTAND THAT INJURIES I SUSTAIN MAY RESULT FROM, OR BE COMPOUNDED BY, SUBPAR EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE CLUB.

NOTWITHSTANDING ALL OF THE RISKS, I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE tournament WITH AN EXPRESS UNDERSTANDING OF THE DANGERS INVOLVED AND HEREBY ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATING TO MY PARTICIPATION IN THE tournament AND BEING ON THE CLUB PREMISES, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE CLUB.

Accepting all risks, I hereby expressly waive and release any and all claims, now known or hereafter known, against the Club and its officers, directors, managers, employees, agents, affiliates, and owners, and each of their successors and assigns (collectively, "Releasees"), relating to any injury, disability, death, or property damage arising out of or attributable to my participation in any tournament including, without limitation, my presence at the Club's facilities, except against the Club to the extent arising out of the negligence of the Club. I agree not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from all liability under such claims.

I also consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the tournament or presence at the Club's facilities. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation or evacuation. I hereby release, forever discharge, and hold harmless all Releasees from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of the Club and me with respect to the subject matter contained in this Release and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, that we may have, or may have discussed, if any, with respect to this subject matter. I acknowledge and agree that no one (including, but not limited to, any Club personnel or representative) has made any representation, warranty, promise or statement to me regarding the tournament or the Club premises, including, without limitation, anything related to the condition of the Club or the safety of any of the tournament.

If any provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Release or invalidate or render

unenforceable such provision in any other jurisdiction, and any such invalid, illegal or unenforceable provision shall be modified in the subject jurisdiction to the least extent so as to make it enforceable.

This Release is binding on me and my heirs, beneficiaries, trustees, executors, administrators, agents, and representatives, and shall insure to the benefit of the Releases.

All matters arising out of or relating to this Release whether sounding in contract, tort, or statute shall be governed by, construed in accordance with, and enforced under the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Connecticut. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Fairfield County, Connecticut and I hereby consent to the exclusive personal jurisdiction of such courts and waive any objection to venue or inconvenience.

By signing up for this tournament, I acknowledge and warrant that I have read and fully understand all the terms of this Release and that I am knowingly and voluntarily giving up substantial legal rights, including the right to sue the Club in the circumstances described.