

Thank you for your interest in participating in Apex Sports Club. Please read the following terms and conditions carefully before signing up to participate. By signing up, you agree that you are at least 18 years of age and agree to be bound by these terms and conditions.

- **RISK FACTORS:** Participation in leagues run and managed by Apex Sports Club involves certain risks, including but not limited to physical injury, illness, and property damage. By participating in any of the leagues run or managed by Apex Sports Club, you acknowledge and accept the risks associated with the activities and voluntarily assume those risks.
- **TYPES OF INJURIES:** Injuries that may occur during participation in any of the leagues run and managed by Apex Sports Club include but are not limited to sprains, strains, fractures, concussions, and other head injuries.
- **ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES:** You acknowledge and agree to abide by all policies and procedures set forth by Apex Sports Club, including but not limited to, the Community Guidelines and any other guidelines or policies that may be communicated to you.
- **COMMUNITY GUIDELINES:** You agree to conduct yourself in a professional and respectful manner while participating in any of the leagues run and managed by Apex Sports Club. Any behavior that is deemed inappropriate or disruptive may result in suspension or expulsion from the league. Because of this, we reserve the right to remove a participant from the Apex Sports Club community at any time, for any reason, and for any amount of time we feel is appropriate. Any person found to be participating in illegal activities will be immediately expelled from any active sports league and will be barred from participating in any future leagues run and managed by Apex Sports Club.
- **PREREQUISITE SKILLS AND TRAINING:** You acknowledge that participation in any of the leagues run and managed by Apex Sports Club requires certain skills and training. You represent and warrant that you possess the necessary skills and training for safe and proper use of the equipment and facilities and to participate in the activity itself.
- **RELEASE:** You release Apex Sports Club, the officers, employees and agents of each and agree NOT TO SUE them on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the activity, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions or other fault of the parties being released.
- **WAIVER:** You waive, today and for all future dates, the protection afforded by any statute or law in any jurisdiction including those in the area of Arizona or other areas in which Apex Sports Club operates and whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time of executing the release. You waive your right to a jury trial stemming from their participation in any Apex Sports Club activity. This means, in part, that you are releasing unknown future claims.
- **INDEMNIFY AND DEFEND:** You agree to INDEMNIFY AND DEFEND Apex Sports Club, the officers, employees and agents (hereinafter jointly referred to as "indemnatee") of each against, and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise

from the activity or this agreement which include but are not limited to damages to or destruction of any property of the indemnitee, of any others, injury or death of you or anyone else or any liability arising from the act or negligent act of the indemnitee, you or anyone else.

- **PAY:** You acknowledge that payment of the registration fee is required to participate in any of the leagues run and managed by Apex Sports Club. You agree that there are no refunds of any kind. You also agree to pay for any or all damages to any property or indemnitee you caused either negligently, willfully, or otherwise.
- **REPRESENTATIVES:** You acknowledge and agree that the representations and warranties made by you in these terms and conditions also apply to your heirs, executors, administrators, and assigns.
- **EMERGENCY TREATMENT CONSENT:** In the event of an emergency, you consent to receive medical treatment as deemed necessary by medical professionals at your cost.
- **INSURANCE:** You acknowledge that Apex Sports Club does not provide insurance coverage for participants and that you are responsible for obtaining your own insurance coverage.
- **RELEASE FOR USE OF LIKENESS:** You acknowledge and agree that Apex Sports Club may use your name, likeness, and image for promotional purposes.

TERM: These terms and conditions shall remain in effect for the duration of your participation in Apex Sports Club and any of the leagues that it runs and manages.

ACKNOWLEDGEMENT: By signing up to participate in Apex Sports Club, you acknowledge that you have read and understand these terms and conditions and agree to be bound by them.

SEVERABILITY: You further agree that the foregoing Waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by the law of the jurisdiction in which the events occur and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Sign Name

Print Name

Date