

## INDEMNITY AGREEMENT

This Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (this "Release Agreement") is to certify that I, as a participant (hereinafter "Participant"), benefit from Hidden Valley Lake and its directors, officers, employees, instructors, participants, volunteers, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees"), acknowledge that Participant will be engaged in the fitness center which includes, without limitation, all activities, services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall also include instructional courses, sessions, transport; and other such activities, events and services in any way connected with or related to the Releasees.

**ASSUMPTION OF RISKS:** Participant acknowledges that despite additional federal, state, and other preventative guidelines implemented by HVLA as a direct response to the novel coronavirus ("COVID-19"), that COVID-19 is extremely contagious and can be spread from person-to-person contact. Participant further acknowledges that those engaged in the fitness center are not immune from COVID-19 or the associated risks thereof. Accordingly, Participant certifies and acknowledges that the Sport may be inherently dangerous and the risk of injury and/or illness from the activities involved in the Sport is significant, including the potential for permanent bodily injury, damage to personal property and even death, and Participant recognizes and assumes that risk, including possible exposure to COVID-19, and agrees to participate in the Sport.

**PARTICIPANT IS AWARE OF THE RISKS, DANGERS, UNINTENTIONAL CONTACT, POSSIBLE VIRAL TRANSMISSION, AND HAZARDS ASSOCIATED WITH SPORT AND KNOWINGLY AND FREELY ACCEPTS AND FULLY ASSUMES ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:** In consideration of the Releasees agreeing to allow Participant to participate in Classes and permitting Participant's use of services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Participant hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that Participant has or may in the future have against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury, including death, that Participant may suffer or that Participant's next of kin may suffer, as a result of Participant participating in Sport DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED, ON THE PART OF THE RELEASEES;

2. TO HOLD HARMLESS AND INDEMNIFY the Releasees for any and all liability for any property damage, loss or personal injury to any third party resulting from Participant's participation in Classes;

3. This Release Agreement shall be effective and binding upon Participant's heirs, next of kin, executors, administrators, assigns and representatives, in the event of Participant's death or incapacity; and

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Indiana and no other jurisdiction.

In entering into this Release Agreement, Participant is not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Classes, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, THAT I HAVE SIGNED THIS RELEASE AGREEMENT FREELY, VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME. AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

ACKNOWLEDGEMENT BY ADULT PARTICIPANT: From my signature below, Participant agrees and verifies the following: 1) I consent and agree to assume the risks of participation in the Classes; and 2) that I specifically agree to the release of liability and waiver of all claims as provided herein of all the Releasees, and, for myself, my heirs, assigns and next of kin, I release liability, waive all claims, and agree to indemnify the Releasees from any and all liabilities incident to my involvement or participation in the Classes EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

X \_\_\_\_\_ Date \_\_\_\_\_

Participant's Signature

Participant's Printed Name \_\_\_\_\_