

**THRESHOLD CLUB SPORTS**

**WAIVER AND RELEASE OF LIABILITY**

**AND ASSUMPTION OF RISK**

In consideration of participation in any Threshold Club Sports, LLC ("TCS") programs, events or activities, I understand, acknowledge and agree to the following:

Participation in a TCS program, event or activity involves the risk of injury to you and/or a teammate, where injury may be caused by you or another person. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries, including death. These risks include, but are not limited to, those caused by (a) the actions, inactions or negligence of TCS participants, volunteers, spectators, coaches, event officials, referees and organizers, (b) conditions of the premises or equipment used, (c) rules of play, (d) temperature, (e) weather, (f) condition of participants, and (g) vehicular traffic. I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. **In consideration of my participation in the activities offered by TCS, I understand and voluntarily accept this risk and agree that TCS, its officers, directors, employees, members, owners, volunteers, agents, and independent contractors will not be liable for any injury, including, without limitation, personal body, or mental injury, economic loss, or any damage to me, my spouse, my domestic partner, guest(s), children, unborn children, or relatives, even if resulting from the negligence of TCS or anyone acting on TCS's behalf or anyone using the facilities whether or not the injury is related to the program, event or activity.**

Further, I understand and acknowledge that TCS does not manufacture equipment used in any program, event or activity but purchases and/or leases equipment. I understand and acknowledge that TCS is providing recreational services and may not be held liable for defective products.

I also represent that I am in good condition and have no medical reason or impairment that might prevent me from participating in the program, event or activity, or have not been advised otherwise by any medical professional. As such, I acknowledge that TCS did not give me medical advice relating to my physical condition and ability to participate in any TCS program, event or activity. If I decide to have medical treatment that may be deemed advisable in the event of injury, accident and/or illness resulting from any TCS program, event or activity, I release TCS from all responsibility for such injury and medical treatment provided.

I further agree to submit any dispute between me and TCS in which the amount in controversy exceeds five thousand dollars (\$5,000.00) to binding arbitration, to be administered by the American Arbitration Association ("AAA") in accordance with the applicable rules, regulations, and procedures of the AAA then in place. Arbitration shall be conducted in Los Angeles County, California, and the substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. To start the arbitration process, either party may submit a written arbitration request to the other within the appropriate statute of limitation period

for the claim being brought. TCS and I shall share equally all costs of arbitration, and we each shall bear our own attorneys' fees and costs associated with the arbitration. Unless otherwise required by law, any award by the arbitrator shall be limited to actual compensatory damages, and the arbitrator expressly may not award either party any indirect, special, incidental or consequential damages. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. I further agree that I shall not disclose the existence, content or results of the arbitration without the written consent of TCS.

By signing below, I acknowledge and agree that I have read the foregoing and know of the nature of the program, event or activity of TCS and I agree to all the terms of this Waiver and Release of Liability and Assumption of Risk and acknowledge I have received a copy of it. I intend that this Waiver and Release of Liability and Assumption of Risk shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

---

---

Print Name

---

Date