

Fortify Fieldhouse Waiver

Event & Program Waiver, Release of Liability, Photo/Video Release, Assumption of Risk & Terms of Participation

Fortify Fieldhouse

3375 County Road 427
Waterloo, Indiana 46793

RELEASE OF LIABILITY & ASSUMPTION OF RISK

In consideration for being permitted to enter, access, observe, participate in, register for, or utilize the facilities, programs, services, events, activities, equipment, rentals, training, camps, classes, leagues, instruction, concessions, parking areas, common areas, and/or premises operated by Fortify Fieldhouse and/or Venture 427 LLC (collectively referred to herein as "Fortify Fieldhouse"), the undersigned participant, parent, legal guardian, or responsible party knowingly and voluntarily agrees to the following:

The undersigned acknowledges and understands that participation in athletic, recreational, fitness, gymnastics, ninja, futsal, soccer, football, volleyball, basketball, strength training, camps, classes, rentals, private instruction, open gym activities, events, and related activities involves inherent and significant risks of bodily injury, illness, permanent disability, paralysis, emotional distress, property damage, concussion, exposure to communicable diseases, and death.

The undersigned (and included minors) further acknowledges that such risks may arise from, including but not limited to:

- Falls, slips, trips, collisions, and impacts;
- Improper use or failure of equipment;
- Facility conditions;
- Actions or negligence of participants, spectators, coaches, instructors, officials, volunteers, employees, contractors, or third parties;
- Physical exertion or overexertion;
- Contact with fixed or moving objects;
- Inadequate supervision or instruction;
- Unforeseen hazards associated with athletic and recreational activities.

The undersigned (and included minors) knowingly and voluntarily assumes all risks, both known and unknown, foreseeable and unforeseeable, associated with participation in any activity at or connected with Fortify Fieldhouse.

To the fullest extent permitted under Indiana law, the undersigned hereby releases, waives, discharges, covenants not to sue, and agrees to hold harmless and indemnify Fortify Fieldhouse, Venture 427 LLC, and each of their respective owners, members, managers, officers, directors, employees, contractors, instructors, coaches, volunteers, agents, affiliates, successors, assigns, sponsors, and representatives (collectively, the "Released Parties") from and against any and all claims, demands, damages, liabilities, causes of action, losses, costs, expenses, attorney fees, or judgments arising out of or related to:

- Personal injury;
- Illness;
- Death;
- Property damage or loss;
- Participation in activities;
- Presence on the premises;
- Use of equipment or facilities;

including those arising from the alleged negligence of any Released Party, except in cases of gross negligence or willful misconduct where prohibited by applicable law.

This Release shall apply to all current and future visits, participation, events, registrations, rentals, memberships, and use of Fortify Fieldhouse facilities unless revoked in writing and accepted by Fortify Fieldhouse.

PARTICIPANT RESPONSIBILITY & CODE OF CONDUCT

The undersigned (and included minors) agrees to comply with all facility rules, policies, safety procedures, posted signage, staff instructions, and participation guidelines established by Fortify Fieldhouse.

Fortify Fieldhouse reserves the right to suspend or terminate participation, membership, or facility access without refund for unsafe conduct, inappropriate behavior, harassment, abusive language, property damage, nonpayment, or failure to comply with facility policies.

PHOTO, VIDEO & COMMUNICATION RELEASE

The undersigned (and included minors) grants Fortify Fieldhouse the irrevocable right and permission to photograph, videotape, record, livestream, or otherwise capture the participant's likeness, image, voice, name, and participation for lawful promotional, educational, advertising, social media, website, broadcast, or marketing purposes without compensation or additional approval.

The undersigned further authorizes Fortify Fieldhouse to communicate regarding programs, schedules, billing, promotions, facility updates, and events through telephone, text message, email, mobile application, or standard mail.

PAYMENT, REFUND & CHARGEBACK POLICY

By registering for programs, memberships, rentals, camps, leagues, classes, or services, the undersigned agrees to all payment obligations and billing policies established by Fortify Fieldhouse.

- All registration fees, deposits, processing fees, and annual membership fees are non-refundable unless otherwise stated in writing.
- Recurring memberships and installment payments may automatically charge the payment method on file according to the selected billing schedule.
- Cancellation requests must be submitted in writing in accordance with facility cancellation deadlines.
- No refunds shall be issued for missed classes, voluntary withdrawal, suspension due to policy violations, or partial participation.
- Fortify Fieldhouse reserves the right to issue account credit in lieu of cash refunds.
- The undersigned agrees to contact Fortify Fieldhouse regarding any billing dispute prior to initiating a chargeback or payment dispute with a financial institution.

MINOR PARTICIPANTS

If the participant is under eighteen (18) years of age, the undersigned parent or legal guardian certifies that they are legally authorized to act on behalf of the minor participant and agrees to all terms contained herein on behalf of both the minor participant and themselves individually.

The parent or guardian further agrees to indemnify and hold harmless the Released Parties from any claims or causes of action brought by or on behalf of the minor participant arising from participation in activities or use of the facilities.

GOVERNING LAW & SEVERABILITY

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ACKNOWLEDGMENT & AGREEMENT

BY SIGNING BELOW, I ACKNOWLEDGE THAT:

- I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY;
- I FULLY UNDERSTAND ITS TERMS;
- I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS;
- I AM SIGNING THIS AGREEMENT FREELY, VOLUNTARILY, AND WITHOUT INDUCEMENT;
- I AGREE THAT THIS AGREEMENT SHALL BE LEGALLY BINDING UPON ME, MY HEIRS, ESTATE, PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS.
- I ACKNOWLEDGE THE MINORS LISTED BELOW ARE IN THE SAME FAMILY AND ARE INCLUDED IN ALL WAIVER LANGUAGE

Participants (over 18) / Parent/ Guardian's Signature:

Date: _____

Printed Name of Participant/ parent/ Guardian:

Minor 1: _____

Minor 2: _____

Minor 3: _____