

APEX Denver - Consent and Release Agreement

READ CAREFULLY BEFORE SIGNING - THIS LIMITS APEX DENVER'S LIABILITY

I understand that the sports of Parkour, Freerunning, Breakdancing, Tricking, Ninja Warrior, and other recreational activities in the APEX Denver space, including training events, other outside events and practices (collectively referred to as "the sport"), can be dangerous and involve the risks of injury and death. I understand that these risks include, but are not limited to, loss of control, use of training facilities, exercise programs, areas designated as "hotspots", and any information construed as advice. Despite the risks involved in the sport and in consideration of being allowed to participate in the sport, **I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with the sport and the use of the facilities of APEX Denver, including, but not limited to, the use of equipment, and participation in instruction, special events, and participating in the sport beyond the supervised area (collectively referred to as "use of the facilities"). Furthermore, to the fullest extent allowed by law, **I AGREE NEVER TO SUE AND TO RELEASE FROM LIABILITY** APEX Denver, RYAN FORD, ROB SCHIHL, AND THEIR OWNERS, EMPLOYEES, AGENTS, LANDOWNERS, SPONSORS, AND AFFILIATED COMPANIES (collectively referred to as "APEX") for any damage, injury, or death to me arising from participation in the sport or use of the facilities, regardless of cause, including the NEGLIGENCE of APEX Denver. **I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER.** I understand that this Release of Liability will prevent my heirs or me from filing suit or making any claim for damages in the event of injury or death to me arising out of participation in the sport or use of the facilities. Additionally, in the event I, my heirs, the user, my legal representative, or any other person acting on my behalf files a lawsuit arising out of my participation in the sport or use of the facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** APEX Denver for any damages, attorneys' fees, or costs associated with or arising out of such a lawsuit. With a complete and full understanding of this **RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK AGREEMENT**, I nevertheless enter into this agreement freely and voluntarily. I agree that it is binding upon me, my heirs, assigns, legal representatives, and any other person acting on my behalf. I agree to indemnify APEX Denver for any and all claims brought by a third party that arise from the participant's or my participation in the sport. I grant exclusive permission to APEX Denver to use my name, likeness and photograph for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration.

COVID-19 You agree NOT to enter our facilities if you have had a fever in the last 14 days or if you have traveled out of the country over the previous 14 days. Or someone in your household has tested positive for COVID-19 in the last 14 days. You agree to do your best to stay 6 feet from other individuals at all times and to wash your hands before using the equipment. You agree that you utilize APEX Denver at your own risk. We are making an effort to keep our staff and clients healthy, but we cannot mitigate all risks. You agree that you take these risks on yourself and that APEX Denver is in no way responsible if you become ill by using our facilities. **If I am signing this Liability Release on behalf of a minor (less than 18 years of age):**

- I represent and warrant that I am the parent and/or legal guardian of such minor child ("child") and that the child is in good health and there are no special problems associated with the care of the child;
- I accept responsibility for all the child's medical expenses incurred in connection with the sport or use of the facilities;

- I agree to indemnify APEX for any and all claims brought by the child or any person acting on the child's behalf; and
- I agree to indemnify APEX for any and all claims brought by a third party arising in connection with the child's participation in the sport or use of the facilities.

I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in a court of competent jurisdiction in the State of Colorado. Any disputes will be subject to and determined under the laws of the State of Colorado. Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above. By signing below, the Parent or Court-Appointed Legal Guardian agrees that they are also subject to all the terms of this document, as set forth above. You are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy, and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.

Printed Name

Signature

Email (optional)