



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("Agreement")

In consideration of being permitted to be present at, attend, observe, and participate in activities at the facilities of, or provided by, The Hampton Virginia Aquaplex (the "Activities") I, for myself for and for my child(ren) (collectively referred to herein as "me" "I" or "my"), personal representatives, assigns and heirs:

1. Acknowledge, agree, and represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in them. I further agree and warrant that if at any time I believe conditions to be unsafe, or if at any time my health suffers, I will immediately discontinue participation, and leave if appropriate.

2. Authorize The Hampton Virginia Aquaplex, its respective owners, investors, members, managers, shareholders, agents, directors, officers, volunteers, employees, landowners, subsidiaries, ESM Embrey Mill LLC and affiliated companies (collectively, "Releasees") and medical care provider(s) to carry out any emergency medical transport or medical care for me, as may be necessary in their sole discretion, and agree to be fully responsible for any costs associated with such transport and care.

3. Understand that it is my responsibility to comply with all posted and published procedures, including safety and hygiene procedures and protocols intended to lessen the likelihood of the spread of disease among participants and staff. I further understand that it is my responsibility to comply with all laws and other requirements imposed by federal, state, and local authorities.

4. **UNDERSTAND THAT THE ACTIVITIES INVOLVE INHERENT AND OTHER RISKS AND DANGERS**, including but not limited to falling or loss of balance; striking padded or unpadded surfaces; being injured by equipment; being injured by the actions or inactions of other participants and bystanders; collisions with other participants; falls due to slick or uneven surfaces; equipment failures of any kind; equipment misuse by myself or others; potential exposure to communicable disease (including but not limited to coronavirus/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors); physical injury or illness as a result of physical activity or being on the premises where the Activities take place, which risks may result in **SERIOUS INJURY, ILLNESS, EMOTIONAL DISTRESS, AND DEATH** (collectively, "Risks"). I understand that the Risks may be caused or contributed to by my own actions or inactions, the actions or inactions of other participants, bystanders or staff, the conditions and settings in which the Activities take place, or the alleged or actual **NEGLIGENCE** of the Releasees. I understand that the description and list of Risks in this Agreement is not complete, and that I will encounter Risks not described herein, known and unknown, inherent and otherwise, in connection with the Activities. With a full understanding of the foregoing, **I VOLUNTARILY AGREE TO ASSUME ALL INHERENT AND OTHER RISKS OF INJURY, ILLNESS, EMOTIONAL DISTRESS, AND DEATH AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of, or in connection with, the Activities.

5. **RELEASE, DISCHARGE, HOLD HARMLESS, AND AGREE NEVER TO SUE RELEASEES FOR ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ARISING FROM OR RELATED TO ACTIVITIES, INCLUDING INJURY, ILLNESS, EMOTIONAL DISTRESS, OR DEATH CAUSED IN WHOLE OR IN PART BY THE ALLEGED OR ACTUAL NEGLIGENCE OF THE RELEASEES.** I further agree that if, despite this Agreement, I or anyone acting on my behalf makes a claim against any of the Releasees, I will **DEFEND, INDEMNIFY, AND HOLD HARMLESS** each of the Releasees from any attorneys' fees, losses, liability, damage, or expenses which Releasees may incur as the result of such claim.

6. Understand that The Hampton Virginia Aquaplex, and those individuals assigned to represent it, may photograph the person listed on this waiver while participating in activities within the facility. I understand these photos will be used in projects including, but not limited to, printed materials, print and video

advertising and social media. Photos may also be included in materials distributed to news media for information and public relations purposes.

7. I understand that this Agreement will apply every time I am on the premises or participate in the Activities. I agree that this Agreement is a contract which will be enforced to the fullest extent allowed by law and will be binding on me, my assignees, subrogees, heirs, assigns, executors, and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE.

Printed Name of Participant: _____ Date of Birth: _____

Full Mailing Address: _____

Phone: _____

Email: _____

Participant's Signature (only if age 18 or over): _____

Date: _____

MINOR RELEASE

By signing on behalf of a minor child participant, I represent that I am that minor child's parent or legal guardian, that I am authorized to sign this Agreement on the minor child's behalf, and agree that I will defend, indemnify, and hold harmless Releases against any claims arising from the minor participant's presence at The Hampton Virginia Aquaplex or participation in the Activities. I acknowledge that the minor participant is bound by all the terms of this Agreement, and understand that the minor participant would not be permitted to be at The Hampton Virginia Aquaplex or take part in the Activities unless I agree to all terms of this Agreement.

Printed Name of Parent/Guardian: _____ Date of Birth: _____

Full Mailing Address: _____

Phone: _____

Email: _____

Parent/Guardian Signature (only if participant is under the age of 18): _____

Date: _____