

**PEAK PERFORMANCE WELLNESS CENTER DBA STILLWATER INDOOR PICKLEBALL CLUB
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AND PARENTAL CONSENT AGREEMENT
("AGREEMENT")**

I WARRANT THAT I AM 18 YEARS OF AGE OR OLDER, OR THE LEGAL PARENT OR GUARDIAN OF THE PARTICIPANT WHO IS UNDER THE AGE OF 18.

IN CONSIDERATION of being permitted to participate, in any way, in PEAK PERFORMANCE WELLNESS CENTER, LLC, DBA Stillwater Indoor Pickleball Club ("PEAK") facility activities ("Activity"), I, for myself, for personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of such activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND THAT: (a) PEAK ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, the equipment used in the Activity, the facilities, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur, as a result of my participation or that of the minor in the Activity. PEAK does not endorse, nor shall Peak be liable for, any coaches, teams, tenants, or other individuals who utilize, contract with, or otherwise are present at, Peak or Peak facilities.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE PEAK, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE ACTION, INACTION OR NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost, which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, AND AGREE THAT, IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. AND, MINOR RELEASE, IF PARTICIPANT UNDER AGE OF 18 I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF PEAK ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES, AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN

SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, AND SAVE AND HOLD HARMLESS, EACH OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE ACTION, INACTION OR NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, NEGLIGENT RESCUE OPERATION, AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST, ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.