

RELEASE AGREEMENT

INSTRUCTIONS: PLEASE READ THIS AGREEMENT (the "Agreement") AND ONLY SIGN IT IF YOU UNDERSTAND AND AGREE TO ALL OF THE TERMS SET FORTH BELOW. BY SIGNING THIS AGREEMENT, YOU ARE, AMONG OTHER THINGS, WAIVING THE RIGHT TO SUE OR SEEK MONEY DAMAGES FROM UNIVERSITY PLACE (HEREINAFTER "UNIVERSITY PLACE") AND WOODBURY CORPORATION (HEREINAFTER "WOODBURY CORPORATION") AND PARKOUR UTAH, LLC, A LIMITED LIABILITY COMPANY OF UTAH, (HEREINAFTER "PARKOUR UTAH") AND ITS OWNERS, MANAGERS, MEMBERS, EMPLOYEES, INDEPENDENT CONTRACTORS AND AGENTS, IF A PERSONAL INJURY OR PROPERTY DAMAGE IS SUSTAINED AT PREMISES OR ANY LOCATIONS (HEREAFTER "Premises or locations") SCHEDULED BY PARKOUR UTAH, HAVING A BUSINESS ADDRESS AT 5864 W. Canterbury Park Circle, Highland UT 84003. If you do not agree to any term, provision or paragraph of this Agreement, DO NOT SIGN the Agreement.

All participants in activities on the Premises or locations, must complete and sign this Agreement prior to such participation. This Agreement is effective upon the date and time of signing (the "Effective Date") and shall remain valid and effective to release and indemnify **UNIVERSITY PLACE AND/OT WOODBURY CORPORATION AND/OR PARKOUR UTAH** (together with any of its managers, members, employees, independent and agents) from any Claims (as hereafter defined) arising during the period beginning on the Effective Date and ending at midnight 365 days after the Effective Date (hereafter the "Claim Period").

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

For myself and on behalf of my children and/or wards, if any, listed on the signature page below (hereinafter collectively "My Children"), and their respective successors, assigns and in consideration of the services and activities provided by **UNIVERSITY PLACE CPF IQT WOODBURY CORPORATION CPF IQT PARKOUR UTAH**, its owners, principals, managers, members, employees, agents, officers, directors, affiliates, volunteers, participants, clients, customers, invitees, independent contractors, insurers, facility operators, owners of the Premises or locations, lessors and lessees of the Premises or locations AND all other persons or entities acting in any capacity on its behalf, together with their respective successor and assigns (hereafter collectively the "The Released And Indemnified Parties"), I hereby agree to forever release, remise, discharge, defend, hold harmless and indemnify The Released And Indemnified Parties as set forth in this Agreement:

- 1. RELEASE AND INDEMNITY:** For myself and on behalf of My Children, as defined above, and their respective successors and assigns, (hereafter collectively, the "Releasing Parties"), I hereby agree to release, remise, forever discharge, defend, hold harmless, and indemnify, The Released And Indemnified Parties from and against any and all claims, actions, causes of action, proceedings, suits, costs, liabilities, damages, and expenses, whether known or unknown, foreseeable or unforeseeable (including but not limited to all direct, special, incidental, exemplary, punitive, and consequential damages, losses of any kind and attorneys' fees), and however caused, including without limitation by careful, normal, reckless, negligent or grossly negligent conduct (hereafter collectively, "Claims") of any and all of the Releasing Parties that arise on, are based upon, or result from, any act, event, occurrence or omission on the Premises or locations during the Claim Period. Furthermore, and without limiting the foregoing, on behalf of the Releasing Parties, I waive any and all Claims that any of us, whether individually or collectively, may now or in the future have against any of The Released and Indemnified Parties that arise on, are based upon, or result from, any act, event, occurrence or omission on the Premises or locations during the Claim Period, and agree not to initiate or prosecute (or aid any other party in prosecuting) or continue to assert or maintain any such Claim of any kind whatsoever against any of The Released and Indemnified Parties in any court or otherwise with respect to the matters released or waived hereunder, including but not limited to any Claim under any common law, whether in law or equity, or federal, state or local statute, ordinance or rule of law.
- 2. ACKNOWLEDGEMENT OF RISKS:** I acknowledge that by its very nature, Parkour, free running, tricking, climbing, vaulting, jumping on equipment, and other activities (the "Activities") at the Premises or locations, present, carry and involve a serious risk of physical injury to both active participants and spectators. I acknowledge that the Activities are inherently dangerous and hazardous and acknowledge that by participating in, observing, or allowing minors of whom I have legal custody to participate in or observe the Activities, I am, on behalf of myself and on behalf of each of the Releasing Parties, expressly assuming all risks associated with the Activities and expressly contracting not to sue or otherwise make a claim for any injury or damage sustained as a result of such participation in or observation of the Activities. I understand that equipment usage and related activities may result in property damage, cuts, bruises, and burns in addition to more serious risks and injuries that include, but are not limited to, falling off the equipment or decks, spraining, breaking or dislocating bones, including but not limited to wrists and/or ankles, necks, backs, skulls, collisions with other participants or spectators and fixed objects, muscle pulls, head trauma, exhaustion, permanent paralysis, as well as other serious injuries or even death. I acknowledge that the equipment usage and related activities at the Premises or locations subjects myself and any other participants, including but not limited to the Releasing Parties to the risk of serious bodily injury and/or property damage. I understand that no matter how careful the Releasing Parties may be during Parkour and related activities, no matter how many spotters or referees are used to protect the Releasing Parties, and no matter what landing surfaces are employed to reduce the risk of such injuries, the risk of serious injury and/or property damage is not eliminated, whether foreseeable or unforeseeable. I acknowledge that in addition to the risk of injury identified above, equipment usage and related activities at the Premises or locations necessarily involve other unknown risks that may result in property damage, serious injury, including paralysis and death, including the risk of injury or death caused by third parties.
- 3. ASSUMPTION OF RISK AND LOSS:** I ACKNOWLEDGE THAT ALL ACTIVITIES AT THE PREMISES OR LOCATIONS, BOTH DURING AND AFTER THE CLAIM PERIOD, INCLUDING THE ACTIVITIES OF THE RELEASED AND INDEMNIFIED PARTIES, THE ACTIVITIES OF THE RELEASING PARTIES AND THE ACTIVITIES OF THIRD PARTIES ARE POTENTIALLY AND INHERENTLY DANGEROUS, AND I KNOWINGLY AND FREELY ASSUME ALL KNOWN AND UNKNOWN RISKS, WHETHER FORESEEABLE OR UNFORSEEABLE, ON BEHALF OF MYSELF AND THE OTHER RELEASING PARTIES, INCLUDING WITHOUT LIMITATION ALL RISKS OF INJURY, DAMAGE AND/OR DEATH.
I further agree that none of The Released And Indemnified Parties will be responsible to me or any of the Releasing Parties for the damage, loss or theft of my personal property, or that of any of the Releasing Parties while I am on the Premises or locations. My participation and the participation of any of the Releasing Parties in any activities whatsoever on the Premises or locations is purely voluntary, and I elect and agree on behalf of myself and all of the Releasing Parties to participate in those Activities in spite of the risks. I further expressly agree that I will pay for the cost of medical assistance should any of The Released and Indemnified Parties request such assistance in their sole discretion on behalf of any of the Releasing Parties. I assume full financial responsibility for any damage or injury that may occur to any of the Releasing Parties while at the Premises or locations, and I fully agree to bear the costs of such any injury or damage to any of the Releasing Parties and their personal property arising on the Premises or locations. As to any occurrence on the Premises or locations, I further expressly assume the risk of injury or aggravation of injury resulting from any preexisting medical or physical condition of any of the Releasing Parties, irrespective of whether such medical or physical condition was known or unknown to me.
- 4. INJURIES BY AND TO THIRD PARTIES:** I further and specifically acknowledge that the Releasing Parties may be injured by the actions or failure to act of customers or invitees of **UNIVERSITY PLACE CPF IQT WOODBURY CORPORATION CPF IQT PARKOUR UTAH** at the Premises or locations (hereafter "Third Parties"). In such event, I agree to release, discharge, waive, defend and indemnify The Released and Indemnified Parties against any Claims arising from acts or failure to act of Third Parties on the Premises or on locations, whether foreseeable or unforeseeable, during the Claim Period. I also acknowledge that the acts or failure to act of the Releasing Parties may cause damage and/or injury to other customers, invitees, employees, independent contractors or agents of **PARKOUR UTAH** while on the Premises or locations during the Claim Period. In such event, I agree to defend and indemnify The Released and Indemnified Parties and any third party invitee or customer against any Claim arising during the Claim Period which was caused, in whole or in part, by one or more of the "Releasing Parties."

5. **INSURANCE:** I certify and represent that I have adequate personal insurance or sufficient personal assets to fully indemnify The Released and Indemnified Parties against any Claims of any of the Releasing Parties against any of The Released and Indemnified Parties for which I have an indemnity obligation under this Agreement. I further certify and represent that I have adequate personal insurance or sufficient personal assets to fully defend, hold harmless and indemnify The Released and Indemnified Parties against any Claims of any third party caused in whole or in part by any act or omission of one or more of the Releasing Parties.
6. **RULES:** I acknowledge that I have read and understand all of the posted rules and safety standards for participating in any of the activities offered at the Premises or locations and agree to abide by any and all such rules and standards.
7. **REPRESENTATIONS:** I represent to The Released And Indemnified Parties that all of the Releasing Parties participating in any activity on the Premises or locations are physically able to participate in all such activities and have no pre-existing physical or medical condition, including without limitation any allergies or exercise-induced conditions, that would endanger such participant while participating in the activities on the Premises or locations. I further represent and warrant, that all of the Releasing Parties will conduct themselves, while on the Premises or on locations, in a safe and responsible manner so as not to endanger the lives or property of any persons. I further specifically represent that I have the authority to enter this Agreement on behalf of all of the Releasing Parties, and understand that The Released and Indemnified Parties will rely upon such representation. I further represent and warrant that I have legal and physical custody of all minor children or wards who are Releasing Parties by virtue of my signing this Agreement and have legal authority to sign this agreement on their behalf. I further agree to indemnify and hold the Released Indemnified Parties against any claim made by any third party in which it is alleged that my signing of this Agreement on behalf of myself and My Children was unauthorized or lacking legal authority.
8. **BASIS OF BARGAIN:** I understand that **UNIVERSITY PLACE AND/OR WOODBURY CORPORATION AND/OR PARKOUR UTAH** would not allow use of the Premises or locations (including, but not limited to the Parkour activities thereon) to me and My Children, without my agreement to the terms and conditions set forth herein.
9. **CHOICE OF LAW AND VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to principles of conflicts of law, and venue for disputes under this Agreement shall be exclusively in the courts of the State of Utah. I further agree that should **UNIVERSITY PLACE AND/OR WOODBURY CORPORATION AND/OR PARKOUR UTAH** (or any of the other Released and Indemnified Parties) be required to incur attorney's fees and costs to enforce this Agreement, I will indemnify and hold The Released and Indemnified Parties harmless for all such fees and costs.
10. **MODEL RELEASE:** I irrevocably grant **UNIVERSITY PLACE AND/OR WOODBURY CORPORATION AND/OR PARKOUR UTAH** the right to photograph, videotape, and/or record me and/or My Children and to use my or My Children's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.
11. **INDEMNITY:** In addition to (and not In lieu of) the indemnity provisions of the Agreement set forth in other of its paragraphs, I hereby agree on behalf of myself, My Children to indemnify and hold harmless **UNIVERSITY PLACE AND/OR WOODBURY CORPORATION AND/OR PARKOUR UTAH** and its agents, owners, officers, directors, principals, volunteers, insurers, facility operators, land and/or owners, lessors and lessees of the Premises or locations and/or any and all persons and entities acting in any capacity on behalf of **PARKOUR UTAH** from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever, including, but not limited to, any and all attorneys' fees, costs, damages, and/or judgments directly or indirectly arising out of, or relating to my or My Children's acts or failure to act while participating in any activities at the Premises or locations, except to the extent that such liability resulted from the gross negligence or willful misconduct of **UNIVERSITY PLACE AND/OR WOODBURY CORPORATION AND/OR PARKOUR UTAH**.
12. **MISCELLANEOUS:** I acknowledge and agree that this Agreement is intended to be as broad and inclusive as is permitted by Utah law. In the event that any clause or provision of this Agreement is determined to be unenforceable as a matter of law, I intend that such clause or provision should be severed from the Agreement and that the remainder of the Agreement shall continue in full legal force and effect. I acknowledge that the Agreement represents the entire understanding of the parties with respect to the matters set forth herein and no subsequent modification is binding unless reduced to writing and signed by the party against whom enforcement is sought. I further acknowledge and agree that all preexisting agreements, subsequent course of performance, or purported oral modifications of the terms of this agreement that purport to establish different consequences for my activities at **UNIVERSITY PLACE AND/OR WOODBURY CORPORATION AND/OR PARKOUR UTAH** facilities are null and void.
13. **Jury Trial Waiver:** I, on behalf of myself and the Releasing Parties, hereby waive, to the full extent permitted by applicable law, any right the Releasing Parties, any of them, or myself may have to trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement, the Activities, or any injury sustained or caused by any person in connection with the Activities (whether based on contract, tort or any other theory). For myself and the Releasing Parties I further represent and warrant (a) that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the forgoing jury trial waiver and (b) that all parties to this Agreement have been induced to enter into this agreement by, among other things, the jury trial waiver set forth in this section. I further expressly acknowledge, on behalf of myself and the Releasing Parties that this waiver is made for the express purpose of expediting resolution of any dispute relating to this Agreement, the Activities, or any injury sustained or caused by any person in connection with the Activities between the Releasing Parties and the Released Parties.

I HAVE READ THIS RELEASE AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARENT OR GUARDIAN LIABILITY WAIVER ON BEHALF OF MY CHILDREN

14. I represent that I am duly qualified as the parent or legal guardian or authorized custodian of My Children and that I have the authority to execute this Agreement on behalf of My Children. I further agree to be legally bound by the provisions of this Agreement and to indemnify and hold harmless The Released And Indemnified Parties for any claims that My Children may now have or may arise in the future during the Claim Period against any of The Released And Indemnified Parties arising on the Premises or locations. I further agree that if it is determined that I am not the parent or legal guardian or legal custodian of any of My Children, or that I did not have the authority to sign the Agreement on behalf of any of My Children, I will nevertheless personally defend and indemnify The Released And Indemnified Parties for and from any Claim arising from My Children's participation in activities at the Premises or locations.
15. I HEREBY ACKNOWLEDGE (1) THAT THIS DOCUMENT IS ELECTRONICALLY SIGNED IN ACCORDANCE WITH UTAH CODE ANN. 46-4-201 AND (2) THAT THIS DOCUMENT IS VALID AND MAY BE ENFORCED IN THE SAME MANNER AS A HAND-SIGNED DOCUMENT THAT EXISTS IN PHYSICAL FORM. I ALSO EXPRESSLY ACKNOWLEDGE THE VALIDITY OF THE ELECTRONIC SIGNATURE APPENDED TO THIS DOCUMENT, WHICH WAS MADE BY ME ON THE DATE THIS FORM WAS ELECTRONICALLY SUBMITTED. I FURTHER AGREE THAT I HAVE KNOWINGLY AND EXPLICITLY WAIVED ANY RIGHT TO CLAIM THIS DOCUMENT IS INVALID OR IS UNENFORCEABLE BASED ON (1) THE FACT THAT THIS DOCUMENT EXISTS IN ELECTRONIC FORM OR (2) THE FACT THAT THIS DOCUMENT IS SIGNED ELECTRONICALLY.