

ASYLUM SPORTS CENTER LLC

2512 Tiltens Corner Road
Wall Township, New Jersey 07719
732.317.4200

MINOR PARTICIPANT APPLICATION

This Form To Completed By Parent/Guardian Of Participant (Under Age 18)

I. MINOR PARTICIPANT'S GENERAL INFORMATION

Athlete Last Name: _____ Athlete First Name: _____ Date of Birth: _____
Address _____ City _____ State _____ Zip Code _____
Home Telephone: (____) _____ Work Telephone: (____) _____ Cellular: (____) _____
Email: _____ Athletes Grade: _____ School: _____

Name of Parent/Guardian

Parents Last Name: _____ Parents First Name: _____ Date of Birth: _____
Home Telephone: (____) _____ Work Telephone: (____) _____ Cellular: (____) _____
Email: _____

II. HEALTH AND SAFETY INFORMATION

If the answer is YES to any of the following questions, a medical doctor's permission note addressed to Asylum **MUST FIRST BE PROVIDED** (the original of which shall be retained as part of Participant's training file), as a **PRE-CONDITION** to Participant's ability, for illustrative purposes only, to train and participate in and/or otherwise use Asylum's Wall Township, New Jersey training facility, including all buildings, structures and other improvements (e.g., sidewalk, driveways, parking areas, etc.) (collectively, the "**Asylum Premises**") for various sports, coordination events, general fitness training, classes, programs, personal training or instruction, small group training or instruction, team training, and any and all related Asylum activities and sponsored events conducted both at the Asylum Premises and off-site (collectively, the "**Asylum Services and Activities**").

Does Participant have any heart problems? YES ___ NO ___

Does Participant have any lung, breathing or other pulmonary problems? YES ___ NO ___

Does Participant have high blood pressure? YES ___ NO ___

Has Parent/Guardian been advised by Participant's doctor that he/she NOT be allowed to partake in strenuous physical activity? YES ___ NO ___

Has Participant undergone any surgeries within the past three (3) years? YES ___ NO ___

III. IMAGE RELEASE

In consideration of the participant, my minor child/ward being allowed to participate in any way, in Asylum Sports Center classes, camps, trainings and any other Asylum events and activities, the undersigned agrees that Asylum Sports Center LLC, is hereby granted the unrestricted right and permission, free from approval or review, to copyright and/or use my child's/ward's likeness in all media now or hereafter known, including but not limited to, pictures and videos of my child which he/she may be included intact or in part for promotion or other commercial use.

IV. PARENT/GUARDIAN RELEASE, WAIVER OF LIABILITY AND INDEMNITY

As Participant's parent or guardian, as applicable, I recognize and understand that there are certain risks of injury inherent in the speed, strength and agility-training activities in which Participant will be involved as part of the Asylum Services and Activities. Acting with full legal authority on Participant's behalf, I am willing to assume all such risks and absolve Asylum from same. Accordingly, it is my express intention that my signature affixed to the bottom of this application, shall serve as my confirmation, consent, acknowledgment and/or acquiescence, as applicable, on Participant's behalf as his/her parent or guardian, as applicable, to each of the following:

- Participant's participation as an athlete or team member involved in any Asylum Services and Activities;
- Except as may otherwise be identified above in *Section II*, Participant may participate, without being subject to any restriction(s), in all Asylum Services and Activities; and
- Except as may otherwise be identified above in *Section II*, Participant is healthy and suffers from no physical, mental or emotional disabilities or infirmities that would/could in any way restrict his/her full participation in all Asylum Services and Activities.

In consideration of Asylum's willingness to permit Participant's enrollment to engage and/or participate in the Asylum Services and Activities, I understand and agree that as an Asylum athlete, Participant shall at all times be deemed a voluntary participant in the Asylum Services and Activities, and to have assumed all risks from participation in any Asylum Services and Activities, including but not limited to all injuries (e.g., death, bodily injury of any kind, permanent disability, paralysis, pain

and suffering resulting from any physical, psychological and/or emotional cause(s) or condition(s)) (each being an “**Injury**” and collectively, the “**Injuries**”) which, for illustrative purposes only, may result from: (1) equipment or amenity malfunction; (2) negligent use of equipment or amenities by Participant, another Asylum athlete or trainer; (3) any Asylum instruction, training, supervision, or dietary recommendations; and/or (4) Participant’s slipping and/or falling while in, upon or about the interior or exterior of the Asylum Premises.

In connection with this Release, Waiver of Liability and Indemnity (“**Waiver/Release**”), in my capacity as Participant’s parent or guardian, as applicable, I furthermore:

- acknowledge, confirm and agree that Asylum makes no evaluation or recommendation as to whether or not Participant is capable or deemed physically fit to engage in any Asylum Services and Activities;
- acknowledge and confirm that prior to completion of this application, Asylum advised me that I should first consult with Participant’s doctor to secure medical clearance with respect to his/her participation in any Asylum Services and Activities and/or undergoing any dietary or food supplement changes;
- acknowledge, confirm and agree that Participant’s participation in any Asylum Services and Activities either on-site at or off-site from Asylum’s Premises, is undertaken not as the result of any duress or coercion, but rather by him/her voluntarily;
- acknowledge that any recommendations for changes in Participant’s diet, use of food supplements, weight reduction and/or body building enhancement products, are entirely my responsibilities as his/her parent or guardian, as applicable;
- acknowledge, agree and confirm my assumption of all risks of Injury to Participant;
- acknowledge, confirm and agree that Asylum is neither responsible for any property damage to nor for any loss of Participant’s personal property while on Asylum’s Premises;
- acknowledge, confirm and agree that Asylum has not made any effort or taken any action, and shall not at any time hereafter be required to make any effort or take any action, to protect Participant from any and all Injury related risks described in this Waiver/Release; and
- acknowledges, confirm and agree that if any portion(s) of this Waiver/Release shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this Release/Waiver shall remain in full force and effect and the offending provision(s) shall be deemed severed therefrom.

Accordingly, as parent or guardian, as applicable, of Participant and on his/her behalf, I hereby:

- IRREVOCABLY WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS OR RIGHTS PARTICIPANT MAY HAVE TO SUE ASYLUM, ITS MEMBERS, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES AND/OR AFFILIATES, FOR ANY INJURY OR INJURIES SUSTAINED BY PARTICIPANT, INCLUDING ANY ARISING FROM ANY ACTIVE OR PASSIVE NEGLIGENCE OF ASYLUM AND/OR ANY LOSS OF PARTICIPANT’S PERSONAL PROPERTY OR DAMAGES SUSTAINED TO ANY OF SUCH PROPERTY;
- ACKNOWLEDGE AND AGREE THAT THIS WAIVER/RELEASE SHALL HAVE EQUAL FORCE AND EFFECT WITH RESPECT TO ANY AND ALL CLAIMS OR RIGHTS PARTICIPANT, I OR ANY IMMEDIATE OR EXTENDED FAMILY MEMBER OF PARTICIPANT MAY HAVE FOR INJURIES, LOSSES OF PROPERTY OR PROPERTY DAMAGE SUSTAINED BY PARTICIPANT AT THE ASYLUM PREMISES OR OFF-SITE LOCATION INVOLVING ANY ASYLUM SERVICES AND ACTIVITIES;
- ACKNOWLEDGE, UNDERSTAND AND AGREE, AS APPLICABLE, THAT: (1) I HAVE READ AND FULLY UNDERSTAND THIS WAIVER/RELEASE; (2) I AM IRREVOCABLY GIVING UP SUBSTANTIAL RIGHTS ON PARTICIPANT’S BEHALF AND IN HIS/HER PLACE AND STEAD BY SIGNING THIS WAIVER/RELEASE; (3) THIS WAIVER/RELEASE CANNOT BE MODIFIED ORALLY BUT ONLY IN A WRITING SIGNED BY ASYLUM; AND (4) I AM FULLY AWARE THAT THE LEGAL CONSEQUENCE OF THIS WAIVER/RELEASE IS THE FULL AND COMPLETE RELEASE OF ASYLUM, ITS MEMBERS, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES AND/OR AFFILIATES, FROM LIABILITY FOR ANY INJURIES, LOSSES OF PROPERTY AND/OR PROPERTY DAMAGE PARTICIPANT SUSTAINS WHILE AN ASYLUM ATHLETE; AND
- ACKNOWLEDGE, UNDERSTAND AND AGREE THAT: (1) THIS WAIVER/RELEASE HAS BEEN FREELY AND VOLUNTARILY ENTERED INTO BY ME, NOT UNDER ANY DURESS OR AS A RESULT OF ANY COERCION, AND WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME BY ASYLUM AND/OR ANY PERSON OR ENTITY ON ITS BEHALF; AND (2) IT IS INTENDED THAT MY SIGNATURE BELOW REPRESENTS AND MAY BE INTRODUCED INTO EVIDENCE BEFORE ANY COURT OF COMPETENT JURISDICTION, AS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAWS OF THE STATE OF NEW JERSEY.

Parent/Guardian’s Name: _____ Parent/Guardian’s Signature: _____

[print name]

Date: _____