

## ***RELEASE OF LIABILITY***

### ***READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS***

In exchange for participation in the activity of Soccer training and conditioning organized by Virginia Fitness LLC, of 129 Winterset Pass, Williamsburg, Virginia, 23188 and/or use of the property, facilities and services of Virginia Fitness LLC, I agree for myself and for the members of my family, to the following:

- 1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Virginia Fitness LLC, or the employees, representatives or agents of Virginia Fitness LLC.
- 2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Virginia Fitness LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Virginia Fitness LLC, whether caused by the fault of myself, my family, Virginia Fitness LLC or other third parties.
- 3. INDEMNIFICATION.** I agree to indemnify and defend Virginia Fitness LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Virginia Fitness LLC.
- 4. FEES.** I agree to pay for all damages to the facilities of Virginia Fitness LLC caused by any negligent, reckless, or willful actions by me or my family.
- 5. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Virginia law.
- 6. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Virginia Fitness LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
- 7. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
- 8. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
- 9. INCLEMENT WEATHER.** In cases of inclement weather (rain, snow, turbulent wind, and so on), Virginia Fitness LLC reserves the right for short-notice cancellation of services without offering cash refund, waiver, or voucher for service cancelled. It is at the discretion of Virginia Fitness LLC to provide opportunities for "make up" services.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**