



CONSENT FORM

PERSONAL, PARENTAL/GUARDIAN INDEMNITY AND WAIVER FORM

PLEASE READ THIS DOCUMENT CAREFULLY.

BY SIGNING IT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS.

In consideration for being permitted into M/s. DUGOUT SPORTS AND ENTERTAINMENT - 5TH FLOOR, AT THE MARINA MALL, EGATTUR, OMR, CHENNAI – 603 103. INDIA (hereinafter called as “DUGOUT”) and related activities (collectively, “activities”) conducted by and at DUGOUT:

ASSUMPTION OF RISK: I agree that I and/or my child/ward am voluntarily participating in the activities offered by DUGOUT including, but not limited to, the use of the equipment, facilities, and the premises. I am assuming on behalf of myself and/or child/ward, all risk of personal injury, death, or disability to myself and/or child/ward that may result from participation, and any damage, loss or theft of any personal property which may incur to me and/or my child/ward. I understand that the DUGOUT facilities have trampolines and that using trampolines have inherent risks, which include the risk for serious physical injury and death. Further, I have explained these risks to my child/ward. In spite of the risks mentioned above, I freely want to participate and as such, I assume all of the risk and responsibility for the injury, death or disability that may result.

WAIVER: I understand that I and/or my child/ward will be engaging in recreational and sporting activities while using the DUGOUT facilities and it is my voluntary and informed decision to waive any liability, legal action or claim that we may have against DUGOUT. Therefore, I agree on behalf of myself and my child/ward and our personal representative, successor, heirs, and assigns to hold DUGOUT and its shareholders, affiliates, instructors, officers, directors, agents, employees, designers, licensors, and members, as well as the property owner and tenants of the property and owners, manufacturers and installers of the equipment comprising the DUGOUT facility (collectively, the “**Releasees**”) harmless from any and all claims or causes of action arising out of my and/or my child/ward’s participation at the DUGOUT facilities, including any such claims for negligence.

I expressly indemnify and hold harmless DUGOUT / the Releasees from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury, or death to me or my child/ward, while participating in any of the activities offered at the DUGOUT facilities. This includes, without limitation, use of trampolines, receiving instruction, strenuous bodily movement, and any other activities in and around the DUGOUT facilities. This release and indemnity is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of any Releasees or from any other cause.

This Waiver includes, but is not limited to, death, injuries, or accidents, which may occur as a result of the: (a) use or misuse of the facilities in any way by anyone, (b) use of any equipment that malfunctions or breaks, (c) improper maintenance of the facilities, grounds, or any equipment, (d) instruction or supervision, or (e) slipping, tripping, and/or falling while in the facilities or on the surrounding premises.

Any claims arising from the use of the DUGOUT facilities shall be governed by the Laws of India.

I and/or my child/ward am in good physical condition for the activity in which I and/or my child/ward will be participating and certify that I and/or my child/ward do not have any medical condition that may preclude me and/or my child/ward from safely participating.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND TERMS AND CONDITIONS CONTAINED OVERLEAF AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF AND/OR MY CHILD/WARD TO BRING LEGAL ACTION OR ASSERT A CLAIM FOR DEATH, INJURY OR LOSS OF ANY KIND AGAINST THE RELEASEES. SHOULD ANY CLAIM BE MADE, I UNDERSTAND AND AGREE THAT I WILL BE RESPONSIBLE FOR ALL ATTORNEY’S FEES AND COSTS INCURRED BY THE RELEASEES IN CONNECTION WITH OR IN DEFENSE OF THAT CLAIM ON THE ATTORNEY AND CLIENT SCALE.

I further understand that no person has permission to use the DUGOUT facilities without an effective and validly signed Parental/Guardian Indemnity and Waiver.

I understand that I am voluntarily giving up my and or child's/ward's right to bring a claim against the above mentioned Releasees. I further understand and accept the above risks related to these activities.

If signing on behalf of a minor, I warrant that I am the parent or legal guardian or authorized by the legal guardian or parent of the minor(s) listed on this Agreement, and acknowledge that I assume all obligations under this Agreement.

Participant Information:

Print Name of Participant: ID Number

Date of Birth: Phone

Signature of participant over 18 Date

Guardian Information:

Print Name of Guardian: ID Number

Date of Birth: Tel. Number

Address

City Province..... Code

Email..... Phone

Child/Ward Participant Information:

Print Name of Child/Ward Participant Date of Birth:

Signature of Guardian of Child/Ward Participant

..... Date:

I warrant that I am the parent or legal guardian or authorized by the legal guardian or parent of the minor(s) listed on this Agreement, and acknowledge that I assume all obligations under this Agreement.