

**Panko Performance, LLC
POLICIES AND RELEASE OF LIABILITY WAIVER**

THIS POLICIES & RELEASE OF LIABILITY WAIVER Agreement (“Agreement”) is executed by _____ as parent or legal guardian of _____ (“Participant”), whose address is _____.

The Participant is enrolled in and participating in a Group and/or Individual training program through Panko Performance, LLC whose mailing address is 202 Piper Circle, Annville, PA 17003. Since Participant referenced above is a minor child, by signing below the parent of the child hereby affirms that she/he is the legal parent and/or guardian of Participant and has the authority to enter into this Agreement on behalf of Participant.

Panko Performance, LLC is in the sports business providing, but not limited to the following: sports training, facilities, equipment, physical conditioning and training, coaching, personal training and related sports activities. The above activities and other activities further referenced hereafter are collectively hereafter referenced as “PERFORMANCE”.

Panko Performance, LLC is the business entity conducting the above and is hereafter referenced as “PANKO”.

In consideration for being allowed to participate in PERFORMANCE, I hereby release, indemnify, hold harmless, and forever discharge PANKO, its employees, directors, officers, members, owners, instructors, coaches, agents, managers, affiliates, volunteers, and assigns (hereinafter collectively referred to as “Staff”) from any and all liability , claims, demands, actions, and causes of action whatsoever arising out of or related to any property loss, property damage, personal injury (including but not limited to broken bones, sprained joints, concussions, paralysis, or death), or any other damage whether to person or property that may be sustained by Participant or to any property belonging to Participant while participating in PERFORMANCE.

I further agree to the following Policies, Releases, and Waivers, as evidenced by my initials in by the individual paragraphs and my signature on the last page, below.

(Initials)

____ 1. Cancellation Policy. Payment for the above-named Participant is due in accordance with program guidelines. In the event of a cancellation, there shall be no refund or credit unless the reason for the cancellation is for a medical or family emergency and approved by PANKO, its policy(ies), or its Staff prior to the start of participation in PERFORMANCE.

____ 2. Medical Disclosures. I hereby affirm that Participant has been examined by a licensed physician and is physically able to participate in PERFORMANCE. Participant has the following allergies and/or medical conditions:

Participant is currently taking the following medications:

____ 3. Insurance Information: Responsibility for Payment. I acknowledge that PANKO is only able to treat basic minor injuries (e.g. scratches, bruises, sprains) and that no other medical professionals are guaranteed to be present during PERFORMANCE. Notwithstanding the foregoing, I hereby agree to allow Participant to be treated by any medical professional(s) deemed necessary and appropriate in the sole and absolute discretion of PANKO and/or its Staff for the duration of Participant's involvement with PERFORMANCE. Such care and/or treatment shall include, but not be limited to, emergency medical care, paramedical respiratory treatment, and surgery. I further agree to assume, to be responsible for, and to pay for all costs and expenses associated with such treatment or care regardless of whether I currently have or expect to have insurance coverage in the future. I hereby authorize PANKO and/or its Staff to disclose any and all medical information in its possession to any professional(s) treating Participant and to my insurance company for purposes of payment of any claim(s) arising out of or related to any medical care and/or treatment provided to Participant in any way arising out of or related to PERFORMANCE. My insurance information is as follows:

Name of Insured

Insurance Company Name

Insurance Company Address

Policy Number

____ 4. Assumption of Risk. The physical activities conducted by PANKO and associated with PERFORMANCE, by its nature, carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. In addition, accidents and other participants increase the likelihood of these risks. PERFORMANCE involves strenuous exertions of strength, speed, and agility using various systems of the body (muscles, skeletal structures, cardiac functions, respiratory functions, etc.), many of which involve quick movements and sustained physical activity which place stress on the body's systems. The specific risks range from one activity to another but range from 1) minor injuries including, but not limited to, scratches, bruises, and sprains; to 2) major injuries including, but not limited to, damage to the eye, broken bones, back injuries, and concussions; to 3) catastrophic injuries including, but not limited partial or full paralysis and death. By initialing above, I acknowledge having read this paragraph and that I know, understand, and appreciate the risks identified herein and that such risks are not a complete list of possible injuries that may or could occur during participation in PERFORMANCE. I further assert that Participant's participation in PERFORMANCE is voluntary and I hereby assume all of the risk associated with or arising out of or related to PERFORMANCE.

____ 5. PERFORMANCE Conduct. I hereby understand and acknowledge that PANKO and/or its Staff will not be held liable for any harm or damage that may come to Participant as a result of the negligent, grossly negligent, or intentional acts of another PERFORMANCE participant, guest, invitee, or observer. I further understand and acknowledge that the PANKO reserves the right to remove or dismiss any participant from PERFORMANCE as a result of misconduct. For purposes of the Agreement, “misconduct” shall include any action, inaction, or expression which, in the sole and absolute discretion of the PANKO Staff is violent, abusive, unnecessarily rough or aggressive, or otherwise unbecoming of a PERFORMANCE participant. In the event of removal for misconduct, I understand that no refund of any kind shall be provided.

____ 6. Special Needs. I understand and acknowledge that PANKO is not equipped to accommodate individuals or children that require special or additional care, help, or support due to a mental or physical disease, injury, or disability to participate in PERFORMANCE' activities. I further affirm and warrant that Participant does not require any special accommodation(s) in order to participate in PERFORMANCE.

____ 7. Authority. By initialing this paragraph and signing below, I warrant, affirm, and acknowledge, that I have agreed to all of the terms of this Agreement and that I have authority to accept the terms and conditions of this Agreement and that all rights waived herein are done so as consideration for my participation in PERFORMANCE. If I am a Parent or Guardian, I warrant and affirm that I have the legal authority to sign for both myself and my child and that I knowingly waive the rights identified herein to the full extent that I am permitted to do so by law.

____ 8. Indemnification and Hold Harmless. I HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, AND TO REIMBURSE ON DEMAND PANKO and all individuals and/or entities related to PANKO and their respective directors, officers, members, owners, shareholders, employees, agents, managers, instructors, coaches, volunteers, partners, attorneys, licensees, affiliates, successors, Staff, endorsers, partners, joint venturers, sponsors, advertisers, and assigns (“Indemnified Parties”) FOR AND AGAINST ANY AND ALL DAMAGES, LOSSES, LIABILITIES, BODILY INJURY(IES), PROPERTY DAMAGE, OBLIGATIONS, PENALTIES, FINES, CLAIMS, LITIGATION, DEMANDS, DEFENSES, JUDGMENTS, SUIT PROCEEDINGS, ADMINISTRATIVE ORDERS, CONSENT AGREEMENTS, COSTS, DISBURSEMENTS, OR EXPENSES OF ANY KIND OR ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY’S FEES AND EXPERT FEES AND DISBURSEMENTS arising out of or related to or in any way arising out of or related to the acts or omissions of me or my child(ren) (“Indemnitors”) and arising out of or related to (i) any act or omission, negligent or otherwise, of the Indemnitors or anyone directly or indirectly employed by them or anyone whose acts they may be liable relative to PERFORMANCE; (ii) any breach by the Indemnitors of any term of this Agreement; and (iii) the cost, including, but not limited to, court costs and reasonable attorney’s fees incurred in enforcing this indemnification provision. The obligation of Indemnitors is joint and several.

____ 9. Use of Name and Likeness. I hereby give PERFORMANCE and PANKO my consent and permission to: (i) record Participant's appearance on video tape, audio tape, film, photograph or any other medium; (ii) use said Participant's name, likeness, voice and biographical material in connection with these recordings; and, (iii) exhibit or distribute such recording in whole or in part without restriction or limitation for any educational or promotional purpose which PERFORMANCE and/or PANKO, and those acting pursuant to PERFORMANCE and/or PANKO's authority, deem appropriate. It is specifically understood that the recording may be submitted for use in the local press, cable television programming, the PERFORMANCE website or the PERFORMANCE social media pages. I expressly agree and give permission to allow the use of said media in all forms without any royalties, commissions or other remuneration due to me or any other party, or parties associated with the production. I expressly release and discharge PERFORMANCE and PANKO, from any and all liability that may arise from the use of said media in this manner.

____ 10. Severability. I hereby understand and expressly agree that the foregoing waivers, assumption of risk, and indemnification and hold harmless provisions of this Agreement are intended to be as broad and inclusive as is permitted by the laws of the State of Pennsylvania. In the event any provision(s) of this Agreement is found to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, then such provision(s) shall be revised by said court so as to effectuate the intention of said provision(s) and the remainder of this Agreement shall remain in full legal force and effect.

____ 11. Governing Law; Jurisdiction: Venue: Mediation. This Agreement shall be governed by and construed according to the laws of the State of Pennsylvania. In any action arising out of or related to this Agreement, the exclusive jurisdiction shall be the appropriate court(s) of Lebanon County, Pennsylvania. Notwithstanding the foregoing, to facilitate the resolution of any dispute arising out of or related to PERFORMANCE and me and/or my child(ren), the parties hereby agree that no less than thirty (30) days before commencing any legal proceeding against the other party, the dispute will first be submitted to mediation in Lebanon County, Pennsylvania.

____ 12. Attorney's Fees. In the event of any legal action arising out of or related to this Agreement in which PANKO and/or Staff is/are the prevailing party(ies), I hereby agree to reimburse PANKO and/or Staff for all reasonable attorney's fees and court costs incurred by PANKO or Staff in bringing and/or defending the action.

I hereby acknowledge having read this Agreement in full and that I fully understand its terms including that I am giving up or waiving substantial legal rights, including my right to sue. I also acknowledge that I am signing this Agreement freely and voluntarily and I intend by my signature below to provide to PANKO a complete and unconditional release of all liability to the greatest extent permitted by law. By signing below, i hereby agree to all of the terms of this Agreement, including waivers of liability, waivers of the use of my and/or child(ren)'s name and likeness, and indemnification, regardless of whether I initialed the individual paragraphs above.

PARTICIPANT:

PRINT NAME: _____

DATE: _____, 20 _____

PARENT/LEGAL GUARDIAN OF PARTICIPANT:

PRINT NAME: _____

DATE: _____, 20 _____