

I am at least 18 years of age and legally competent to sign this agreement, or I am the parent and/or legal guardian of a minor child ("Participant") and legally competent to sign this agreement on their behalf.

## 1. Acknowledgment and Assumption of Risk

I understand that participation in activities at **OODAZU Decatur, Inc. d/b/a OODAZU and/or OODAZU Sports Decatur, Inc. d/b/a Club OODAZU** (collectively, "OODAZU"), located at **421 Dekalb Industrial Way, Decatur, GA 30030**, involves **inherent and other risks**.

Activities may include, but are not limited to, the use of **indoor and outdoor** playgrounds, climbing structures, gym and sports equipment, camps, classes, fields, courts, leagues, open play, and participation in cheer, dance, fitness, music, art, theater, and other recreational or athletic programs.

These risks may include, but are not limited to:

- Falls, collisions, rope entanglement, or equipment failure.
- Injuries resulting from other participants' actions or omissions.
- Cuts, bruises, sprains, broken bones, or other physical harm.
- Exposure to communicable diseases or allergens.
- Weather-related or environmental hazards associated with outdoor participation.

I acknowledge that no amount of care, supervision, or instruction can eliminate all risks associated with these activities. I represent that the Participant is in good health, physically and mentally capable of participation, and will immediately discontinue participation if conditions appear unsafe or health concerns arise.

I **voluntarily assume all risks** of injury, illness, or death arising from or related to participation in activities involving **OODAZU** or the use of their facilities, both indoor and outdoor.

## 2. Release, Waiver, and Indemnification

In consideration of being allowed to use these facilities and participate in related programs, I, on behalf of myself and/or the minor Participant, hereby:

- **Release and forever discharge OODAZU**, its owners, officers, affiliates, employees, agents, landlords, and **partner organizations and vendors**, including but not limited to **Inter Atlanta FC, Top of the Key, ATL Xtreme, Little Spunky Arts, ZTunes Music Academy, Expressions in Motion Dance, CandiNews Children's Theatre, Bryan Odakura, Snapology, and any other instructors, coaches, contractors including Decatur Pickleball LLC, or vendors operating within or on behalf of OODAZU facilities** (collectively, the "Released Parties"), from any and all claims, demands, damages, or causes of action, known or unknown, arising out of participation in any

activities or the use of any facilities, including those caused by the alleged or actual negligence of any Released Party, except in cases of gross negligence or willful misconduct.

- **Agree to defend, indemnify, and hold harmless** the Released Parties from any and all claims, liabilities, losses, attorney's fees, or costs resulting from participation in activities involving the Released Parties.
- **Acknowledge** that the Released Parties reserve the right to deny access or dismiss participants for unsafe, inappropriate, or disrespectful behavior without refund.

### **3. Medical Authorization**

In the event of illness, injury, or emergency, I authorize staff or representatives of the **Released Parties** to obtain medical treatment or transportation as deemed necessary for the Participant. I understand that I am responsible for all associated costs and agree to hold the Released Parties harmless for any such decisions or actions.

### **4. Personal Property**

I understand that the **Released Parties** are not responsible for loss, theft, or damage to personal property and that it is my responsibility to secure belongings during participation.

### **5. Media Release**

I grant the **Released Parties** permission to use photographs, video, or recordings of the Participant for promotional, marketing, or operational purposes without compensation. I understand that security cameras may record activities within the facilities.

### **6. Governing Law and Dispute Resolution**

This agreement shall be governed by the laws of the State of Georgia. I voluntarily waive any right to a jury trial. Any dispute arising out of or relating to this agreement or participation in activities involving the Released Parties shall be resolved through **binding arbitration** in DeKalb County, Georgia. If any part of this agreement is found unenforceable, the remainder shall remain in full force and effect.

### **7. Acknowledgment and Acceptance**

I certify that I have read this agreement in full, understand its terms, and am signing it freely and voluntarily. I understand that by signing, I am giving up substantial legal rights, including the right to sue any of the Released Parties for injuries or damages arising from participation.

[CHECKBOX]