SOUTH HILLS FLIGHT

ADULT ATTENDEE WAIVER AND RELEASE OF LIABILITY

This Agreement is between South Hills Flight, LLC, a Pennsylvania limited liability company ("South Hills Flight"), and the adult signing below ("you"). It governs your entry into, presence at, and use of the facility located at Unit #3, 970 Cochran Mill Road, Pittsburgh, Pennsylvania 15236 (the "Facility").

IMPORTANT: THIS AGREEMENT INCLUDES AN ASSUMPTION OF RISK AND A RELEASE OF LIABILITY. READ IT BEFORE SIGNING.

Every adult eighteen years of age or older who enters the Facility in connection with a booking must complete this Agreement, whether you intend to play, coach, supervise, watch, accompany another person, or otherwise be present, and whether you come on your own, as part of a private booking, or with an organization. If you are the parent or legal guardian of a child attending under a private booking, you must also complete the separate Parent and Guardian Consent for that child. South Hills Flight does not require that separate Consent for minors attending as part of a registered Organization booking.

1. Unstaffed Facility. You acknowledge that the Facility operates without South Hills Flight personnel on site during all or part of its hours. Unless South Hills Flight expressly agrees otherwise in writing, South Hills Flight does not provide coaching, instruction, officiating, supervision, spotting, first aid, or monitoring of attendees or participants. The presence of South Hills Flight personnel for maintenance, administration, a party package, or any other purpose does not create a duty to supervise attendees, participants, or activities.

2. Facility Rules. The Facility Rules and Conditions of Entry posted at the Facility and made available online are part of this Agreement, and you agree to follow them. South Hills Flight may update the operational Facility Rules for safety and facility-management purposes; an update to those rules does not change the assumption of risk, release, or other risk-allocation terms of this Agreement.

3. Assumption of Risk - Presence and Participation. You understand that being present in an active indoor sports and recreational facility involves risks whether or not you personally participate. These risks include, without limitation, being struck by balls or equipment; contact or collisions with participants or other persons; slips, trips, and falls associated with ordinary movement around an active sports and recreational facility; and contact with walls, nets, poles, equipment, or fixtures. If you choose to participate in

athletic or recreational activity, additional inherent risks include sudden movements, falls, collisions, sprains, strains, fractures, concussions and other head injuries, overexertion, heat-related illness, cardiac events, and injuries caused by the ordinary conduct of other participants. Serious injury, permanent disability, and death are possible. You knowingly and voluntarily accept the risks of being present at the Facility, and, if you choose to participate, you knowingly and voluntarily assume the inherent risks of that activity, whether or not every risk is listed above. This assumption of risk is separate from the release in Section 4.

RELEASE OF CLAIMS ARISING FROM SOUTH HILLS FLIGHT'S ORDINARY NEGLIGENCE

4. Release. IN EXCHANGE FOR BEING PERMITTED TO ENTER, BE PRESENT AT, USE, OR PARTICIPATE IN ACTIVITIES AT THE FACILITY, YOU RELEASE, WAIVE, AND DISCHARGE SOUTH HILLS FLIGHT, LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS, ITS LANDLORD BLUEXBALL LLC, AND THE OWNER OF THE PREMISES REDXCUBE LLC (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION BELONGING TO YOU FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR RELATING TO YOUR ENTRY INTO, PRESENCE AT, USE OF, OR PARTICIPATION IN ACTIVITIES AT THE FACILITY, INCLUDING CLAIMS CAUSED BY THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES. THIS RELEASE EXPRESSLY INCLUDES CLAIMS ARISING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES THEMSELVES AND CLAIMS ARISING FROM THE CONDITION, MAINTENANCE, INSPECTION, OR REPAIR OF THE FACILITY, PREMISES, EQUIPMENT, AND PLAYING SURFACES.

5. What This Release Does Not Cover. This release does not apply to gross negligence, recklessness, or intentional misconduct by a Released Party. Nothing in this Agreement releases any claim that cannot lawfully be released under Pennsylvania law.

6. Covenant Not to Sue. You agree not to bring or maintain a claim or action against a Released Party for a matter validly released in Section 4.

7. If You Supervise Minors. If you are supervising one or more minors at the Facility, you accept responsibility for supervising them for the entire time they are at the Facility. You will remain physically present while your supervision is required, you will not

knowingly leave a minor in your charge unattended, and you will not leave a minor at the Facility after the booking without a parent, guardian, or other authorized adult assuming responsibility. South Hills Flight is not undertaking that supervision.

8. Emergency Procedures. An automated external defibrillator (AED) is located at the Facility. If you become aware of a medical emergency, call 911 or cause 911 to be called immediately. Emergency instructions and the Facility address are posted at the Facility.

9. Personal Property. To the fullest extent permitted by law, South Hills Flight is not responsible for loss, theft, or damage to personal property you bring to the Facility, except to the extent caused by conduct that cannot lawfully be disclaimed.

10. Video Surveillance. South Hills Flight may use video surveillance, without audio recording, in and around the Facility for security, safety, property-protection, and operational purposes. South Hills Flight will not use an identifiable image of an attendee for advertising or promotional purposes without separate permission where required.

11. Medical Care and Expenses. You authorize reasonable emergency medical care if you are unable to consent at the time care is needed. South Hills Flight does not provide health or medical insurance for attendees. You are responsible for your own medical expenses arising from your presence at or participation in activities at the Facility, to the extent permitted by law.

12. Electronic Signature. You consent to sign this Agreement electronically. Your typed name, electronic signature, and electronic record of assent constitute your signature under applicable Pennsylvania and federal law and have the same effect as a handwritten signature. You consent to receive an executed copy electronically.

13. Governing Law and Venue. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Any action arising out of or relating to this Agreement shall be brought in the Court of Common Pleas of Allegheny County, Pennsylvania, or, if federal subject-matter jurisdiction independently exists, in the United States District Court for the Western District of Pennsylvania, subject to any non-waivable law governing venue or jurisdiction.

14. Severability. If any provision of this Agreement is held invalid or unenforceable, that provision shall be enforced to the greatest extent permitted by law or severed, and the remaining provisions shall continue in full force and effect.

15. Entire Agreement. This Agreement, together with the Facility Rules and any applicable booking confirmation, is the entire agreement concerning the matters it addresses and supersedes prior inconsistent understandings.

ACKNOWLEDGMENT

By signing below, I acknowledge that I have read and understand the South Hills Flight Adult Attendee Waiver and Release of Liability and agree to be bound by its terms. I understand that this Agreement applies to my entry into, presence at, and use of the Facility, whether or not I participate in any athletic activity, and that it includes my assumption of risk and my release of claims, including claims arising from South Hills Flight's own ordinary negligence, to the extent stated above. I am signing voluntarily. My electronic signature has the same force and effect as a handwritten signature.

Full legal name: _____

Email address: _____

Mobile phone number: _____

Date of birth: _____

Signature: _____

Date and time: _____