

**HUDSON FIELDHOUSE**  
**LIABILITY WAIVER AND MEMBERSHIP AGREEMENT**

This LIABILITY WAIVER AND MEMBERSHIP AGREEMENT (this “**Agreement**”) is executed by the undersigned member or parent/guardian (if member is under 18) in favor of JLCA PROPERTIES LLC, an Ohio limited liability company, d.b.a. Hudson Fieldhouse, its owners, directors, officers, employees, agents, contractors, equipment manufacturers, and affiliates (collectively, “**Hudson Fieldhouse**”).

1. **Membership and Facility Access.** By executing this Agreement, the undersigned acknowledges that they are applying for membership in Hudson Fieldhouse and access to the property located at 5698 Hudson Drive, Unit 5, Hudson, Ohio 44236 (the “**Facility**”). The undersigned understands that Facility access is provided through automated systems and that NO STAFF MAY BE PRESENT during his or her use of the Facility. The undersigned accepts full responsibility for his or her own safety and the safety of any guests the undersigned brings to the Facility.

2. **Acknowledgement of Risks.** The undersigned understands and acknowledges that participation in sports training, batting cage activities, parties, and use of all Facility equipment involves INHERENT, SIGNIFICANT, AND UNAVOIDABLE RISKS, including, but not limited to, projectiles, net failure, mechanical winch operation, and delayed emergency response due to unmanned operation. The undersigned understands these risks exist whether caused by his or her own actions, the actions of others, equipment failure, Facility conditions, or the ordinary negligence of Hudson Fieldhouse.

3. **Assumption of the Risk.** The undersigned VOLUNTARILY ASSUMES ALL RISKS associated with use of the Facility. On behalf of himself or herself, his or her heirs, personal representatives, and assigns, the undersigned: (a) RELEASES AND FOREVER DISCHARGES Hudson Fieldhouse from any and all liability, claims, demands, actions, and causes of action for injury, disability, death, or property damage; (b) WAIVES ALL CLAIMS whether arising from the negligence of Hudson Fieldhouse, equipment malfunction, Facility defects, or any other cause except the willful misconduct or gross negligence (to the extent not waivable under applicable law) of Hudson Fieldhouse; (c) AGREES NOT TO SUE Hudson Fieldhouse for any reason related to the undersigned’s use of the Facility; (d) and AGREES TO INDEMNIFY AND HOLD HARMLESS Hudson Fieldhouse from any claims made by third parties arising from the undersigned’s use of the Facility.

4. **Unmanned Facility Acknowledgements.** The undersigned specifically acknowledges and agrees: (a) the facility operates with AUTOMATED ACCESS ONLY and staff may not be present; (b) the undersigned is responsible for properly operating all equipment according to posted instructions; (c) the undersigned must immediately leave the facility if equipment malfunctions or safety concerns arise; (d) emergency services may not be immediately available at the Facility in the event of an emergency; (e) the undersigned will not alter, modify, or tamper with any equipment or systems located at the Facility; (f) and the

undersigned is responsible for the conduct and safety of all persons the undersigned brings to the Facility.

5. **Safety Requirements and Rules.** The undersigned agrees to: (a) ALWAYS wear protective equipment as posted (batting helmets in cage areas, appropriate footwear); (b) follow all posted safety rules and equipment operating procedures; (c) not exceed posted capacity limits or time restrictions; (d) immediately report equipment malfunctions or safety hazards; (e) not use the Facility while under the influence of drugs or alcohol; (f) not bring prohibited items (metal bats where restricted, glass containers, etc.); and (g) supervise any minors the undersigned brings to the Facility at all times. Failure to comply with these requirements and rules may result in immediate termination of access to the Facility without refund.

6. **Medical and Fitness Representations.** The undersigned certifies that: (a) the undersigned is physically and mentally fit to participate in the activities offered at the Facility; (b) the undersigned has disclosed any relevant medical conditions, limitations, or medications to Hudson Fieldhouse; (c) the undersigned will not participate in any of the activities offered at the Facility if experiencing illness, injury, or impairment; and (d) the undersigned is solely responsible for determining his or her own fitness for any activity offered at the Facility.

7. **Health Risks; Communicable Diseases:** The undersigned acknowledges the risk of exposure to communicable diseases while at the Facility and agrees to assume such risks inherent in group and athletic activities, understanding that medical personnel may not be on site and response may be delayed.

8. **Emergency Medical Authorization.** The undersigned authorizes Hudson Fieldhouse to obtain emergency medical treatment on the undersigned's behalf and agrees to be financially responsible for all medical costs incurred. This authorization includes consent for emergency transportation and treatment by medical professionals.

9. **Property and Personal Effects.** The undersigned acknowledges that Hudson Fieldhouse is not responsible for theft, damage, or loss of personal property. Any personal property or personal belongings that the undersigned brings into the Facility are at his or her own sole risk.

10. **Audio / Video Recording; Photography and Media Release.** The undersigned is hereby notified that common areas of the Facility may be monitored by audio/video recording for safety, access control, training, and incident investigation, and the undersigned hereby consents to such recording and reasonable retention consistent with applicable law. Tampering with cameras or access systems is prohibited. The undersigned consents to the recording, photographing, and use of his or her likeness for promotional purposes by Hudson Fieldhouse without compensation.

11. **Non-Transferability; Code Security; Overstay:** Memberships and access codes are personal and non-transferable; sharing, lending, or duplicating access credentials is prohibited; remaining in the Facility outside the reserved period constitutes trespass.

12. **Guest and Minor Participants; Host Responsibility:** No guest, spectator, or participant may enter or use the Facility without executing the then-current waiver; the undersigned is responsible for ensuring that all attendees (including party guests and team members) have signed the waiver, and the undersigned is responsible for supervising minors; the undersigned agrees to indemnify, defend, and hold harmless Hudson Fieldhouse from claims arising from any non-signed guest's presence or conduct.

13. **Property Damage; Cleaning; Card Authorization:** The undersigned authorizes Hudson Fieldhouse to charge the payment method on file for damages to the Facility, equipment, or systems attributable to the undersigned or his or her guests, including, but not limited to, excessive cleaning, removal of prohibited items, or missing equipment, in an amount reasonably necessary to repair or replace the same, and agrees to provide a security deposit if requested.

14. **Prohibited Substances and Glass; Party Food/Alcohol:** No alcohol, illegal drugs, smoking, vaping, glass containers, confetti, glitter, or open flames are permitted at the Facility. Outside vendors must carry appropriate insurance and comply with Facility policies. Violations may result in immediate termination of access to the Facility without refund.

15. **Miscellaneous.**

a. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of law principles.

b. Forum and Venue; Jury Trial Waiver: Any dispute arising out of or relating to this Agreement or use of the Facility shall be brought exclusively in state or federal courts having jurisdiction in Summit County, Ohio, and the parties consent to personal jurisdiction and venue therein, and the undersigned irrevocably waives the right to a trial by jury to the fullest extent permitted by law.

c. Agreement to Arbitrate; Class Action Waiver: At Hudson Fieldhouse's election, any claim by or against the undersigned shall be resolved by binding individual arbitration administered under applicable rules, and the undersigned waives any right to participate in a class, collective, or representative action in court or arbitration, seeking relief only on an individual basis, except where such waiver is prohibited by law.

d. Changes to Rules; Continued Use as Acceptance: Hudson Fieldhouse may update posted Facility rules, safety procedures, and membership policies from time to time; notice by email, portal posting, or signage is sufficient, and continued membership or use of the Facility after notice constitutes acceptance of the updated terms.

e. Severability: If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable, such invalidity shall not affect any other provision, and the remainder of this Agreement shall remain in full force and effect.

f. Binding Effect: This Agreement is binding upon the undersigned, and his or her heirs, personal representatives, executors, administrators, successors, and assigns.

g. Voluntary Execution: By signing below, the undersigned (or parent/guardian) acknowledges having read this Agreement, fully understands its contents and consequences, and voluntarily agrees to its terms and conditions of his or her own free will and without inducement or coercion.

h. Electronic Signature; Electronic Delivery; Audit Trail: The undersigned agrees to transact electronically and consents to use of electronic signatures and records; an electronic signature has the same force and effect as a handwritten signature under ESIGN and Ohio's UETA, and electronic records, including IP address, device, time/date stamps, and clickwrap acceptance logs, may be used to evidence assent and performance; the undersigned affirms intent to sign and consents to receive records electronically.

i. Entire Agreement: This Agreement represents the full and complete understanding between the undersigned and Hudson Fieldhouse regarding liability and use of the Facility, and supersedes any prior agreements or understandings, whether written or oral. No changes to this Agreement shall be valid unless made in writing and signed by Hudson Fieldhouse.

*Remainder of page intentionally left blank, signature page to follow.*

## **MEMBER INFORMATION**

Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

## **SIGNATURES AND ACKNOWLEDGEMENT**

**I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND VOLUNTARILY SIGN IT KNOWING THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE.**

If Member is 18 or older:

Signature: \_\_\_\_\_ Date : \_\_\_\_\_

Printed Name: \_\_\_\_\_

If Member is under 18:

*I certify that I am the parent/legal guardian with authority to sign this Agreement on behalf of the minor participant.*

Parent Signature: \_\_\_\_\_ Date : \_\_\_\_\_

Parent Printed Name: \_\_\_\_\_

Relationship to minor: \_\_\_\_\_