

SUPER, AWESOME & AMAZING

SUPER, AWESOME & AMAZING TERMS AND CONDITIONS OF PARTICIPATION

****Please print, sign, and return this waiver upon your visit to Super, Awesome & Amazing****

These terms and conditions apply to all services provided by SJS&W Washington Property LLC d/b/a **Super, Awesome & Amazing** at The St. James ("The St. James"), located at 6805 Industrial Road, Springfield, VA 22151. You agree that The St. James' Terms and Conditions may be revised, supplemented or amended in the sole and absolute discretion of The St. James and any such changes shall become immediately effective upon posting or other notice provided to Customer, including any posting on a website owned, published or maintained by The St. James.

- 1. REGISTRATION FEE.** Unless otherwise provided herein, the registration fee is non-refundable.
- 2. ASSUMPTION OF RISK.** Customer, on behalf of himself/herself as well as any dependent children, or guests, understands and agrees that engaging in physical activities and participation in and/or use of The St. James' facilities involves an inherent risk of loss or injury to persons or property. Customer further understands that this risk includes, without limitation, loss or injury arising from or relating to (i) Customer's participation in and/or use of The St. James' facilities, climbing structures, trampoline features, ninja course, water park or other activity areas (including locker rooms and spa, pool, shower, and other wet areas in The St. James), whether supervised or unsupervised and whether on or off The St. James' premises; (ii) any dietary recommendations by The St. James staff, (iii) medical disorders resulting from Customer's participation in and/or use of The St. James' facilities including, without limitation, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, stroke, injury to bones, joints, or muscles, and complications or other consequences relating thereto; (iv) accidents (whether caused by Customer or any other person), including, without limitation, slip and fall accidents in or around The St. James' premises (including, without limitation, hallways, locker rooms, lobbies, pool and other wet areas, and parking areas), while participating in and/or using The St. James' facilities or traveling to/from The St. James; (v) theft or loss of personal property (including, without limitation, personal property kept in lockers); and (vi) theft or loss of property while using The St. James' facilities. Customer expressly agrees that Customer (a) is participating in and/or using The St. James' facilities at Customer's sole risk with knowledge of the dangers involved, and (b) to the extent permitted under applicable law, assumes all risk of loss and/or injury to persons or property (including, without limitation, the risks enumerated above) and full responsibility for such loss or injury whether due to participating in and/or using The St. James' facilities, improper supervision or instruction, or for any other reason whatsoever, including, without limitation, ordinary negligence on the part of The St. James and its principals, contractors, affiliates, employees, equity holders, directors, officers, agents, representatives, successors, assigns, guests, or invitees (each a "St. James Party"). Customer is cautioned against bringing valuables onto The St. James' premises. Without limiting anything set forth in this Agreement, all personal effects, automobiles, and other property brought by the Customer onto The St. James' premises shall be solely the Customer's responsibility, and no The St. James Party shall be liable for any damage, destruction, theft, or other loss of such personal property.
- 3. WAIVER OF LIABILITY AND INDEMNIFICATION.** Customer, on behalf of himself/herself as well as any dependent children, or guests, hereby waives and releases The St. James, its agents, representatives and employees for liability for claims of property damage or loss incurred by Customer, his/her family members or guests at The St. James' facilities or at The St. James' sponsored events. Customer agrees to indemnify The St. James, its agents representatives and employees from and against any and all demands, claims, suits, actions, causes of action, and liabilities, including attorneys' fees, resulting from personal injury, property loss or damage directly or indirectly caused by Customer or Customer's family and/or guests, including negligent, reckless, and intentional conduct.
- 4. AGREEMENT TO ARBITRATE ALL DISPUTES.** IN THE EVENT OF ANY DISPUTE (OTHER THAN ONE FILED IN A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS) BETWEEN YOU AND THE ST. JAMES ("THE ST. JAMES" AS USED IN THIS PROVISION INCLUDES ALSO INCLUDES THE ST. JAMES' AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS), YOU AND THE ST. JAMES CONSENT TO ARBITRATE THAT DISPUTE BEFORE A SINGLE ARBITRATOR UNDER THE THEN CURRENT RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN A LOCATION NEAR YOUR THE ST. JAMES LOCATION, RATHER THAN LITIGATE THE DISPUTE IN COURT. YOU AND THE ST. JAMES ALSO AGREE THAT THE FEDERAL ARBITRATION ACT GOVERNS THE ARBITRABILITY OF ALL DISPUTES BETWEEN YOU AND THE ST. JAMES. IN ADDITION, YOU AGREE NOT TO PARTICIPATE IN A CLASS ACTION, A CLASS-WIDE ARBITRATION, CLAIMS BROUGHT IN A REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER PERSON'S ACCOUNT, IF THE ST. JAMES IS A PARTY TO THE PROCEEDING. THE ARBITRATOR SHALL INTERPRET AND DETERMINE THE VALIDITY OF THE ARBITRATION PROVISION, INCLUDING UNCONSCIONABILITY. IF THE ARBITRATOR FINDS THAT THE ARBITRATION AGREEMENT, INCLUDING CLASS WAIVER, IS UNENFORCEABLE, IN WHOLE OR PART, THE ENTIRE ARBITRATION PROVISION SHALL BE NULL AND VOID AND EITHER PARTY MAY FILE THE ACTION IN COURT.
- 5. HEALTH WARRANTY AND ASSUMPTION OF RISK.** Customer represents that Customer, and any sub-members, dependent children, or guests, is/are in good health and has/have no known disability, impairment, injury, illness, disease or ailment preventing him/her/them from engaging in active or passive exercise of which would cause increased risk or injury or adverse health consequences as a result of use of St. James or its facilities in any manner. The St. James does not assess the health of new members for purposes of determining ability to engage in exercise and other activities; any fitness assessment or similar testing is solely for the purpose of providing comparative data to allow the Customer to track personal progress. Customer agrees to follow any and all health and safety instructions

provided by The St. James regarding use of its facilities and equipment to prevent accidents and injuries. Customer acknowledges that the use of St. James' facilities, equipment, services and programs involves an inherent risk of personal injury and that Customer should be aware of his/her medical history and consult with a physician prior to engaging in or continuing exercise. Customer assumes all risks of personal injury to him/herself, his/her family members and guests. ("Customer," as used in this provision, also includes any of Customer's sub-members, dependent children or guests who use St. James' facilities.)

6. **VIRUSES, OTHER COMMUNICABLE ILLNESS AND AFFIRMATION OF HEALTH.** The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The St. James has put in place preventative measures that are believed to reduce the spread of COVID-19; however, The St. James cannot guarantee that you or your child(ren) will not become infected with COVID-19, any other virus or any other communicable illness or disease (collectively, any "Illness" or "Illnesses") as a result of entering into the St. James Complex or as a result of participating in competitions or other activities or events sponsored by The St. James. Further, attending such programs or events could increase your risk and your child(ren)'s risk of contracting an Illness. By signing this Agreement, you acknowledge the contagious nature of Illnesses and **VOLUNTARILY ASSUME THE RISK** that your child(ren) and you may be exposed to or infected by Illnesses by participating in or attending programs or events sponsored by The St. James and that such exposure or infection may result in personal injury, illness, disease, sickness, permanent disability, and possibly death to yourself, your spouse, guests, child(ren), unborn child, or relatives. You understand that the risk of becoming exposed to or infected by Illnesses while participating in any such program may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, The St. James' employees, contractors, agents, volunteers, other program participants and their families, as well as participants and families unrelated to The St. James.

By the execution and delivery of this disclaimer, waiver and release, **I hereby acknowledge and affirm that neither I, nor my child(ren) nor any other person that may accompany me or my child(ren) in connection with any programs, activities or events sponsored by The St. James: (1) has been diagnosed as having contracted any Illness; or (2) is suffering from symptoms related to any Illness,** including but not limited to: an elevated temperature (i.e., above 100.4 degrees Fahrenheit), a persistent cough, body or muscle aches, a "runny" nose, diarrhea, fever, chills, unusual fatigue, a sore throat, shortness of breath or difficulty breathing, or a recent loss of the sense of taste or smell.

As affirmed and accepted by my signature below, **I AGREE, UNDERSTAND AND VOLUNTARILY ACCEPT AND AGREE TO ASSUME ALL** of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, sickness, disability, and death), as well as any Illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my or my child(ren)'s participation in any activity, event or program sponsored by The St. James. On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless The St. James, its affiliates, parent, subsidiaries, directors, officers, employees, agents, and representatives, and the directors, officers, employees and agents of each and every affiliate, parent, and subsidiary of The St. James from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Further, **I UNDERSTAND AND AGREE** that this release includes any claims based on the actions, omissions, or negligence of The St. James, its employees, agents, and representatives, whether an Illness occurs before, during, or after participation in any activity, program or related event sponsored by The St. James.

7. **NOTICES.** Except as otherwise stated herein, all notices to The St. James shall be mailed (certified or registered, return receipt requested) to 6805 Industrial Road, Springfield, VA 22151 or to such other address designated for notice as posted on The St. James' website. Any notice should include sufficient information to identify the Customer, including name, address, mobile telephone number and email address. Customer agrees to the use of e-mail, text messaging, United States mail, telephone (including cell phone), and any other form of communication via a mobile device, the Internet, or other electronic or technology-based media as a form of personal and promotional communication with The St. James. Customer e-mail addresses will not be sold or rented to third parties, but may be made available to contract vendors solely for promoting affinity programs with The St. James'. The St. James will remove the Customer's e-mail address from its database upon the Customer's written request.

8. **PHOTO AND MEDIA RELEASE.** Customers, dependents and guests recognize and acknowledge that, in the course of business, The St. James may record activities at The St. James that include Customer or guest participation and likeness on any recorded medium (including, but not limited to, video, audio and photos) for use in any form (including, but not limited to, print, broadcast, websites, blogs, and Internet). Customers consent to such recording and release The St. James to use their likeness and/or voice to exhibit or distribute such recordings in whole, or in part, without restrictions or limitations for any educational or promotional purpose. The St. James is not liable for any Customer's appearance in media or broadcast. ("Customer," as used in this provision, also includes any of Customer's dependent children or guests who use or are present at The St. James' facilities.)

9. **PRIVACY.** Cell phone usage and photography is prohibited in the locker rooms or anywhere else that could reasonably be expected to compromise personal privacy or cause embarrassment to any other person present at The St. James.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire and exclusive agreement between the parties and there have been no promises, warranties or representations pertaining directly or indirectly to this Agreement which are not contained herein. This Agreement may be modified only by an instrument, in writing, signed by both the Customer and an authorized representative of The St. James.

Terms and Conditions of Participation

11. **SEVERABILITY.** If any portion of this Agreement shall to any extent be declared unenforceable or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

By my signature below: (i) I acknowledge receipt of a full copy of this Agreement, which is executed by both parties;(ii) I acknowledge and agree to abide by the Terms and Conditions contained in this Agreement

Participant (if over 18) or Parent/Guardian Signature _____

Date _____

Printed Name

Email Address _____

Phone _____

Street Address _____

City, State, ZIP _____

Names of Participating Minor Children (if applicable):
