



FACILITY AGREEMENT AND LIABILITY RELEASE FORM

PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY OR DEATH MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. NEW YORK UNIVERSITY, NEW YORK UNIVERSITY IN ABU DHABI CORP (HEREINAFTER JOINTLY AND INDIVIDUALLY REFERRED TO AS "THE PARTIES") DO NOT GUARANTEE YOUR SAFETY.

In consideration for participating in athletic activities, the undersigned hereby agrees as follows:

A. REGISTRATION OF USER AND PURPOSE OF AGREEMENT: I, the following listed individual hereinafter known as the "USER", do hereby voluntarily request and agree to participate in athletic activities today and on all future dates: _____ (USER).

B. SCOPE OF AGREEMENT AND DEFINITIONS: This agreement shall be legally binding upon me, the USER, my heirs, estate, assigns, including all minor children, and parental representatives. The term "Athletic Activity" herein shall refer to the sport or activity of moving, running, jumping, climbing, competing, shooting, playing on any courts moving your arms and legs, including instruction in the same. The term "USER" shall herein refer to a person who engages in ATHLETIC ACTIVITY. The terms "I", "me", and "my" shall herein refer to the above USER.

C. INHERENT RISK OF ACTIVITY: I am aware that athletic activities are vigorous and can involve severe cardiovascular stress. I also understand that inherent risks, include broken bones, strains, sprains, concussions, contusions, lacerations, spinal injuries and in some cases death from, but not limited to, interaction with other athletes, malfunction of equipment, interaction with man made obstacles, and/or slipping/tripping on or about the court area. I understand and agree that as a user, I have responsibilities to myself and others to engage in athletic activity safely. I also understand and agree that it is important to my safety to pay attention whilst playing, practicing, running, jumping to other athletes, recreation assistants, instructors and or coaches. I am voluntarily choosing to participate in athletic activity with full knowledge of the aforesaid risks of injury and hereby expressly agree to accept and assume all such risks of injury or death associated with athletics activities.

D. ACCIDENTAL AND PERSONAL LIABILITY INSURANCE: I agree that should medical treatment be required, I and/or my own accidental/medical insurance company shall pay for all such incurred expenses and deductibles. Should my actions cause injury or damage of any kind, I and/or my own personal liability insurance shall pay for such damages.

E. LIABILITY RELEASE: I agree that in consideration of the Parties allowing my participation in this activity under the terms set forth herein, I, the user, for myself and on behalf of my heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge the Parties, their agents, independent contractors, employees, officers, directors, representatives, assigns, members, affiliated organizations and insurers and others acting on its behalf (hereinafter, collectively referred to as "Associates") of and from all claims, demands, causes of action and legal liability, whether your damage be known or unknown, anticipated or unanticipated. I shall not bring any claims, demands, legal actions and causes of action, against the Parties and/or their Associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me in relation to athletic activity.

F. CHOICE OF LAW/JURISDICTION: This Agreement is governed by the laws of the United Arab Emirates and the Abu Dhabi courts constitute the courts of competent jurisdiction.

G. ATTORNEY'S FEES: I agree that in consideration of the Parties allowing my participation in this activity under the terms set forth herein, I agree to indemnify the Parties and their Associates for all reasonable attorneys fees and related costs incurred in defending themselves against any compensatory actions taken or threatened by the user, or his or her heirs, estate, assigns, including all minor children, and parental representatives.

I, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE

NAME OF GUEST (Print): _____

SIGNATURE OF GUEST: _____

(Guardian, if a minor)

DATE: _____