



CLUBSPORT PARTICIPANT RELEASE AND WAIVER OF LIABILITY

Read Entire Form Before Signing

The undersigned hereby certifies that I am the legal parent/guardian of my child listed below, a minor participant in the following ClubSport activities/services/program(s):

In consideration of being allowed to participate in any way in ClubSport's services and activities (including, but not limited to, athletic, sports, aquatics, grad nights, tanning, camp and child care services and activities), and any related events and activities, the undersigned:

- 1. The undersigned agrees that he or she, as the parent or legal guardian of the aforementioned minor participant, will inspect the facilities and equipment used prior to minor participant's participation, or will instruct the minor participant that prior to participating he or she should inspect the facilities and equipment to be used, and if I or the participant believes anything is unsafe, I or he/she should immediately advise the coach, counselor, instructor or supervising ClubSport employee of such condition(s) and refuse to participate.
- 2. The undersigned agrees that he or she, as the parent or legal guardian of the minor participant, will instruct the minor participant that he or she must adhere to ClubSport's Rules of Conduct (as published in its Member Handbook and Membership Agreement) at all times when participating in any ClubSport activity.
- 3. Agrees that any damages caused by the participant will be paid by the undersigned to the owner(s) of the damaged item(s).
- 4. Represents that the participant has medical coverage and has been released to participate in activities noted above by his/her personnel physician and understands that in the event of a medical emergency, the undersigned or the listed emergency contact person will be notified immediately, and if neither are available for consultation, grants permission to the ClubSport staff to obtain medical treatment as deemed necessary.
- 5. ACKNOWLEDGES AND FULLY UNDERSTANDS THAT IN CERTAIN CLUBSPORT PROGRAMS, THE PARTICIPANT MAY ENGAGE IN ACTIVITIES THAT INVOLVE A RISK OF SERIOUS INJURY, INCLUDING PERMANENT DISABILITY AND DEATH, AND SEVERE SOCIAL AND ECONOMIC LOSSES WHICH MIGHT RESULT NOT ONLY FROM HIS OR HER OWN ACTIONS, INACTIONS OR NEGLIGENCE, BUT THE ACTION, INACTION OR NEGLIGENCE OF OTHERS, THE RULES OF PLAY, OR THE CONDITION OF THE PREMISES OR OF ANY EQUIPMENT USED, AND THAT WHILE PARTICULAR RULES, EQUIPMENT AND PERSONAL DISCIPLINE MAY REDUCE THIS RISK, A RISK OF SERIOUS INJURY STILL EXISTS. (initial _____)
- 6. ASSUMES ALL THE FOREGOING RISK AND ACCEPTS PERSONAL RESPONSIBILITY FOR THE DAMAGES WHICH MAY RESULT FROM SUCH INJURY, PERMANENT DISABILITY OR DEATH.
- 7. RELEASES, WAIVES, DISCHARGES Leisure Sports, Inc./ClubSport, its affiliate clubs, their respective administrators, officers, directors, agents, coaches, and other employees of the organizations, representatives, other participants, sponsoring agencies, sponsors, advertisers, and any owners and lessors of premises used to conduct the activities and events, all of which are hereinafter referred to as "Releases", FROM ANY AND ALL LIABILITY to each of the undersigned, his or her heirs, next of kin, executors, administrators and assigns FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES ON ACCOUNT OF INJURY, INCLUDING DEATH OR DAMAGE TO PROPERTY, WHETHER FOUNDED IN LAW OR FACT, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- 8. Understands that this waiver and release is intended to be as broad and inclusive as permitted by the laws of this state and that if any portion of this waiver and release is held invalid, the balance shall continue in full legal force and effect.
- 9. Understands that ClubSport is relying upon this waiver and release in agreeing to provide services and activities for the participant and that the terms set forth in this waiver and release are contractual and legally binding.

I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING BELOW AND SIGN IN VOLUNTARILY.

I HAVE READ THE ABOVE WAIVER AND RELEASE - *Signature of Parent*

_____ *Date*

_____ *Childs Name (First and Last)*

_____ *Date of Birth*

_____ *Emergency Contact name and number*

_____ *Address*

Yes ___ No ___
ClubSport Member??