RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

(Prior to signature, please notify the Service Desk if requesting a copy of your signed waiver and release.)

In consideration of being permitted to participate in _____ , being permitted to enter the CLUB's premises and/or being granted access to the CLUB's facilities, amenities, and services —

1. MEMBER/PARTICIPANT hereby releases, waives and discharges the CLUB, including its officers, agents, employees, managers, independent contractors, parent organizations, subsidiaries, affiliates and other ClubSport San Jose properties and personnel ("Releasees") from, and agrees and covenants not to sue Releasees for, any claim, liability, or demand of any kind or on account of any personal injury, temporary or permanent disability, death, property damage, or other damages, whether caused by the negligence of Releasees or otherwise, resulting from or in any way associated with MEMBER/PARTICIPANT's entry on the CLUB's premises or use of the CLUB's facilities, amenities, services, or participation in any of the activities at the CLUB whether using exercise equipment or not, whether exercising or not, or whether on the premises or not. Further MEMBER/PARTICIPANT agrees and covenants to indemnify Releasees for, and hold Releasees harmless, from any such claims, liabilities or demands.

2. MEMBER/PARTICIPANT further HEREBY VOLUNTARILY ASSUMES ALL RISKS of personal injury, including temporary or permanent disability or death, property damage, economic losses, and/or other damages to MEMBER/PARTICIPANT resulting from or in any way associated with his/her entry on the CLUB's premises or use of the CLUB's facilities, amenities, services, or participation in any of the activities at the CLUB whether using exercise equipment or not, whether exercising or not, or whether on the premises or not.

3. MEMBER/PARTICIPANT acknowledges and agrees that this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT is intended to be, and is, a complete release of any responsibility of Releasees for personal injuries and/or temporary or permanent disability or death and/or property loss/damage sustained by MEMBER/PARTICIPANT while on the CLUB's premises or while using the CLUB's facilities, amenities, services or while participating in any of the activities at the CLUB whether using exercise equipment or not, whether exercising or not, or whether on the premises or not; and MEMBER/PARTICIPANT further acknowledges and agrees that it is specifically intended to and does include release, waiver, assumption of risk and indemnity as to premises liability claims such as (by example, not limitation) slip & falls and/or trip and falls at the CLUB.

4. MEMBER/PARTICIPANT hereby grants the CLUB, and those acting on behalf of the CLUB with authority and permission, the irrevocable and unrestricted right and permission to use, re-use, publish, and re-publish photographic portraits or pictures of MEMBER/PARTICIPANT or in which MEMBER/PARTICIPANT may be included, in whole or in part, or composite or distorted in character or form without restrictions as to changes or alterations in conjunction with MEMBER/PARTICIPANT'S own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium at his/her studios or elsewhere and in any and all media now or hereafter known for illustration, promotion, art editorial advertising trade or any other purpose whatsoever. MEMBER/PARTICIPANT also consents to the use of any printed matter in conjunction therewith. MEMBER/PARTICIPANT waives any right that MEMBER/PARTICIPANT may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. MEMBER/PARTICIPANT hereby warrants that he/she is at least 18 years of age and that MEMBER/PARTICIPANT has the right to contract in his/her own name.

MEMBER/PARTICIPANT confirms that he/she has read and understands this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT and acknowledges and agrees to its terms, and signs it freely and voluntarily.

_____ _____ _____

PRINT NAME SIGNATURE DATE

EMAIL ADDRESS_____ PHONE NUMBER _____

ARE YOU A MEMBER? ☐ YES ☐ NO

Club Sport®
SAN JOSE
at Silver Creek Sportsplex

REV 121118
PHOTO