

CLUB USAGE WAIVER

WAIVER, RELEASE AND INDEMNITY (the "Waiver").

FOR VALUE RECEIVED, and in consideration of the privilege of using the facilities, equipment and/or services of Elite Sports Club - _____, Inc. (the "Club"), I, on behalf of myself and on behalf of my minor child, children or ward(s) (each of the foregoing is referred to herein as a "Participant"), acknowledge and voluntarily **assume full responsibility for the risks** inherent to a Participant's use of the Club's facilities, equipment and/or services, and accept the possibility and risk of serious personal injury and/or property damage associated with such use, including permanent disability and death, and the severe social and economic losses that might result not only from a Participant's acts or omissions but the action or inaction of others (other than the reckless or intentional conduct of others).

I, on behalf of myself and on behalf of my minor child, children or ward(s), **waive and release any and all claims** (other than claims based on reckless or intentional conduct) that any Participant may have against the Club, its shareholders, directors, officers, employees and agents and their respective heirs, legal representatives, successors and assigns (together, the "Released Parties), and **agree not to sue** any of the Released Parties for any losses, damages or expenses which arise out of, result from or relate in any manner to a Participant's use of the Club's facilities, equipment and/or services, or the acts or omissions of any of the Released Parties (other than reckless or intentional conduct).

I agree to **indemnify, defend and hold harmless** the Released Parties from and against any and all claims, liabilities, losses, damages, actions, causes of action, costs and expenses, including, without limitation, reasonable attorneys' fees and legal expenses (other than any of the foregoing that are caused by reckless or intentional conduct), that a Participant may suffer or incur as a result of the Participant's use of the Club's facilities, equipment and/or services, that third parties may suffer or incur as a result of a Participant's use of the Club's facilities, equipment and/or services, or any of the Released Parties may suffer or incur in defending any claims arising from or in connection with a Participant's use of the Club's facilities, equipment and/or services.

I agree to be responsible for any damage to the Club's facilities or equipment which is attributed to my child, children or ward(s).

BY PLACING MY INITIALS IN THE AREA FOLLOWING THIS PARAGRAPH, I ACKNOWLEDGE, AGREE AND REPRESENT THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO ASK ANY QUESTIONS CONCERNING THIS WAIVER AND TO BARGAIN WITH THE CLUB CONCERNING THE PROVISIONS OF THIS WAIVER, THAT I HAVE VOLUNTARILY AGREED TO BE BOUND BY THIS WAIVER, AND THAT I AM WILLFULLY, KNOWINGLY AND VOLUNTARILY EXECUTING THIS WAIVER, ON BEHALF OF MYSELF AND ON BEHALF OF MY MINOR CHILD, CHILDREN OR WARD(S), IN EXCHANGE FOR THE OPPORTUNITY FOR MY CHILD, CHILDREN OR WARD(S) TO UTILIZE THE CLUB'S FACILITIES, EQUIPMENT AND/OR SERVICES. I AGREE THAT I HAVE BEEN GIVEN ADEQUATE CONSIDERATION FOR THIS WAIVER, AND UNDERSTAND THAT THE CLUB HAS RELIED UPON THIS WAIVER IN ALLOWING EACH PARTICIPANT TO USE THE CLUB'S FACILITIES, EQUIPMENT AND/OR SERVICES.

_____ (Initials)

I UNDERSTAND AND AGREE THAT THE PROVISIONS OF THIS WAIVER SHALL BE BINDING ON ME, EACH PARTICIPANT AND OUR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF THE RELEASED PARTIES.

INSURANCE. I hereby certify that I have adequate insurance to cover any injury or damage that I or my child, children or ward(s) may cause or suffer related to a Participant's use of the Club's facilities, equipment and/or services.

INFORMED CONSENT. I hereby certify that each Participant is in good enough physical health, or has consulted with a physician, and is able to undertake and engage in those physical exercises and sports activities in which he or she chooses or intends to participate at the Club. I agree to assume all responsibility for informing the Club of any medical conditions or limitations which might affect a Participant's safety or participation in any activities. I agree to immediately report any injuries sustained by a Participant at the Club's facilities to the Manager on Duty at that time.

PHOTO CONSENT RELEASE. I, on behalf of myself, my child, children, ward(s) and other family members, hereby grant the Club permission to use any portrait, picture, photograph, video or electronic image of myself, the Participants and my family for advertising purposes or for purposes of trade, including but not limited to in-house promotions, printed Club materials, media/interviews, or on the Club's website (www.eliteclubs.com).

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT, I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Child/Children/Ward(s) participating is/are: _____

Signature of Parent/Legal Guardian: _____

Emergency Contact Phone Number: (_____) _____ Email: _____

