

Racquet Club
GUEST

Hold Harmless, Liability Release and Waiver Agreement

In consideration of the right to participate in swimming, tennis, volleyball, basketball, among other endeavors at Racquet Club, Participant (which refers, individually and collectively, and in any combination, to the individual participating in said event, and that person's heirs, agents and assigns) hereby releases and covenants not to sue the Club, its owners, directors, officers, Members, contractors, agents, instructors, or affiliated companies (hereinafter individually and collectively "the Club"), from any and all claims that may arise out of, or are in any way connected with, Participant's presence on Club premises, use of Club facilities or equipment; use of the snack bar or consumption of snack bar food; and participation in club activities or events.

Because physical exercise can be strenuous and subject to risk of serious injury, the Club urges Participant to obtain a physical examination and undergo consultation with a medical doctor prior to using any club equipment or engaging in any activity or event sponsored by the Club.

Participant expressly agrees herein to personally assume all risks related to his or her presence on Club premises, use of Club facilities and/or equipment; use of the snack bar or consumption of snack bar food, and participation in Club activities or events. Participant understands and agrees that being present on Club premises, and/or acting as a participant or spectator in club events may create predictable and unexpected risks of serious personal injury, including physical or mental injury, death, property damage, or other losses, and including risks which may be caused by the actions of other participants or other persons. Risks may include, but are not limited to: sprains; strains; fractures; damage to the head, face or body; emotional distress, flesh wounds; muscular skeletal injuries; cosmetic injuries; emotional or physical abuse; cuts; abrasions; penetrations; paralysis, foreign objects in the eye; amputations; permanent disabilities; and other serious injuries or death (collectively "risks").

Participant acknowledges that he or she has investigated and evaluated the risks and has made a voluntary and informed decision about utilizing Club facilities or equipment, and participating in Club activities or events. This decision is based upon Participant's independent investigation and knowledge, and not on the representations of the Club or any of its representatives. If there is any question as to whether Participant can safely utilize Club facilities or equipment, or participate in Club activities or events, Participant will seek the advice of a physician or other counsel before engaging in such activity. Participant understands that the nature and severity of the risks may be affected by Participant's own physical and mental skills and abilities, the relative skill required to utilize club facilities or participate in Club activities or events, and the condition or environment of the site where Club events take place. Participant acknowledges that he or she is mentally and physically ready to engage in the use of Club facilities, activities and/or events. If Participant receives any advice or instruction from the Club, Participant acknowledges that Participant is solely responsible for evaluating the information and choosing how to act upon it.

Participant assumes the responsibility to obtain and use all protective equipment that may be reasonably appropriate to ensure safe use of Club facilities or involvement in Club activities or events. Participant understands that activities are undertaken at Participant's own risk, and that the Club does not assure medical assistance in the event of accident, injury or illness. If at any time Participant believes that utilizing Club facilities or participating in Club activities or events would be unsafe, whether due to Participant's physical or mental condition, skills, or abilities, the location, or condition of the equipment, or the conduct or potential conduct of the instructor or other participants, Participant will immediately discontinue engaging in the activity.

Participant acknowledges this release prevents him or her from seeking damages or other relief in a court of law or otherwise. This scope of this Agreement shall be read as broadly as allowed by law in favor of releasing

Racquet Club and shall include, but not be limited to, all conceivable claims for personal injury and/or property loss or property damage.

Participant understands that Participant's own medical and/or disability insurance will be used in the event of injury or that Participant will be directly responsible for any medical costs incurred.

Participant agrees to indemnify and hold harmless the Club, its directors, officers, Members, contractors, agents, instructors, or affiliated companies in the event of a suit or action against the Club with regard to damages arising out of Participant's own negligence or misconduct.

The terms of this agreement will serve as a release and indemnity agreement for Participant's heirs, personal representative, and for all members of Participant's family, including any minors.

Member agrees to indemnify the club for legal defense, expense, and any other costs, judgments or settlements arising out of claims by family members of the Member injured or whose property is damaged or stolen while on Club premises

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan applicable to agreements made and to be performed entirely within Michigan.

In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

This Agreement may not be amended, modified, canceled, discharged, extended or changed except by an agreement in writing signed by the party against whom enforcement of any such amendment, modification, cancellation, discharge, extension or change is sought.

If any provision or if any part of any provision of this Agreement is found to be unenforceable, illegal or contrary to public policy by a court of competent jurisdiction, the parties agree that this Agreement shall remain in full force and effect except for such provision or part of any such provision held to be unenforceable.

Participant represents that he or she is eighteen (18) years of age or older and legally competent to sign this Agreement.

Participant further understands that these terms are contractual and not a mere recital, and that Participant signed the attached signature file card out of his or her own free act.