

RACQUET CLUB MEMBER
Hold Harmless, Liability Release and Waiver Agreement

1. In consideration of the opportunity to be granted access to the facilities, equipment, and activities or events reserved for Racquet Club members, and for other good and valuable consideration, I hereby agree to release and discharge Racquet Club (“Club”) and its directors, members, contractors, instructors, affiliated companies, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as “Releasees”) from all liability and waive all claims arising from any action or failure to act (excluding only the Club’s and/or Releasees’ gross negligence or willful misconduct), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree and state as follows:
 - 1.1. I acknowledge that my presence on Club premises, access to and use of Club facilities and/or equipment, and use of and consumption of food and alcohol at the snack bar (collectively, “Club Facilities”) and participation in or observation of athletic or recreational sports, activities or events (collectively, “Club Activities”) involves and subjects me to known and unexpected risks of serious personal injury, including physical or mental injury, death, property damage, or other losses, which may be caused by the actions of Releasees or other persons.
 - 1.2. I accept and assume all risks inherent in using Club Facilities and/or participating in Club Activities, including, but 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; contraction and transmission of communicable disease, and other serious injuries or death (collectively, “Risks”) or that might be caused by the negligent acts or omissions of Releasees or other persons using Club Facilities and/or participating in Club Activities.
 - 1.3. Prior to using Club Facilities and/or participating in Club Activities, I understand it is in my best interest to obtain a physical examination and undergo a consultation with a medical professional. I attest that I have undergone this evaluation or certify that I am physically fit to in use Club Facilities and/or participate in Club Activities safely, and a medical professional has not told me otherwise.
 - 1.4. I am responsible for obtaining and using all protective equipment reasonably necessary or appropriate to ensure the safe use of Club Facilities and/or participation in Club Activities. I understand that unless specifically required by law to do so, Releasees are not responsible for rendering or providing medical assistance in the event of accident, injury, or illness.
 - 1.5. I understand that the nature and severity of the Risks may be affected by my own physical and mental skills and abilities, the relative skill required to utilize Club Facilities and/or participation in Club Activities. If there is any question as to whether I can safely use Club Facilities and/or participate in Club Activities, I will seek the advice of a medical professional before doing so.
 - 1.6. I am responsible for evaluating and acting upon any information or instructions provided to me while using Club Facilities and/or participating in Club Activities. If at any time I believe

that using Club Facilities and/or participating in Club Activities would be unsafe, I will immediately discontinue use of such Club Facility or participation in such Club Activity.

- 1.7. I understand that my use of Club Facilities and/or participation in Club Activities is purely voluntary and I elect to do so despite the Risks. My decision is based upon my independent investigation and knowledge and not on any representations by the Club or its agents or representatives.
- 1.8. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while using Club Facilities and/or participating in Club Activities, or otherwise agree to bear the costs of such injury or damage. I further represent that I have no medical or physical condition which could interfere with my safety in participating in Club Activities, or else I am willing to assume and bear the costs of all Risks that may be created directly or indirectly by any such condition.
2. In addition, I acknowledge and agree to the following regarding the novel coronavirus (“COVID-19”):
 - 2.1 I acknowledge that COVID-19 infections have been confirmed throughout the United States, including in Michigan and that contraction and spreading of COVID-19 is among the Risks inherent in using Club Facilities, participating in Club Activities and/or entering onto Club premises. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.
 - 2.2 The Club cannot prevent me from becoming exposed to, contracting, or spreading COVID-19 while utilizing Club Facilities, participating in Club Activities or visiting the Club premises. It is not possible to prevent against the presence of the disease on the Club premises. Therefore, if I choose to utilize the Club Facilities, participate in Club Activities and/or enter onto Club premises I may be exposing myself to and/or increasing my risk of contracting or spreading COVID-19.
 - 2.3 To mitigate the risk of COVID-19 infection, I agree not to use Club Facilities, participate in Club Activities and/or visit the Club premises if (i) I am experiencing symptoms of COVID-19, including without limitation, fever, cough or shortness of breath, (ii) I have a suspected or confirmed case of COVID-19, (iii) I have recently been exposed to someone with a suspected or confirmed case of COVID-19, or (iv) CDC, state or local health department guidance or protocols requires or recommends that I stay at home or self-quarantine due to my recent travel or exposure risk. I am responsible for staying informed of and acting upon applicable public health guidance relative to reducing my risk of contracting and transmitting COVID-19 while using the Club Facilities, participating in Club Activities and/or entering onto the Club premises.
 - 2.4 I hereby forever release and waive my right to bring suit against the Club and Releasees in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Club Facilities, participating in Club Activities or visiting the Club premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence

and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

3. I further represent and agree to the following as a member at the Club:

3.1 I agree to indemnify and hold harmless the Club and Releasees in the event of a suit or action against the Club for damages arising out of or related to my own negligence or misconduct, or failure to comply with this agreement.

3.2 I agree that all claims and actions relating to this Agreement and Club Activities shall be filed in, litigated in, and governed by the laws of the State of Michigan in Washtenaw County.

3.3 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.

3.4 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.

3.5 If any portion of this Agreement is found to be unenforceable, illegal, or contrary to public policy by a court of competent jurisdiction, I 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.

3.6 I understand that my use of Club Facilities and/or participation in Club Activities may not be made available to me if I choose not to sign this Agreement.

By signing this document, I attest that I am eighteen (18) years of age or older and I agree that if I am hurt or my property is damaged during my use of Club Facilities or participation in any Club Activities then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim, excluding willful and wonton conduct.

I have read and understood this document and I agree to be bound by its terms.

Name: _____

Signature: _____

Date: _____