

## MINOR PARTICIPANT WAIVER AND RELEASE OF LIABILITY

1 In consideration of the opportunity for a minor, \_\_\_\_\_ (“Minor”), over whom I am the parent or guardian, to participate in or observe athletic or recreational sports, activities or events (“Recreational Activities”) and receive access to and use of Club facilities and/or equipment, and use of and consumption of food at the snack bar (collectively, “Club Facilities”) at The Racquet Club (“Club”), a Michigan non-profit organization, whose registration process requires me to accept this Release, I hereby agree to the following Waiver and Release of Liability (“Release”):

1.1 The Minor’s use of Club Facilities and participation in Recreational Activities at the Club is voluntary and subjects Minor 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 (defined below) or other persons. I accept and assume all risks inherent in the Minor’s use of Club Facilities and/or participation in Recreational 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; contraction and transmission of communicable diseases, amputations; permanent disabilities; 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 Recreational Activities. Accordingly, I agree to the following:

1.1.1 The Recreational Activities in which Minor will participate at the Club or Club Facilities used at the Club are sponsored or organized by a nongovernmental, nonprofit organization.

1.1.2 I understand it is encouraged that prior to using Club Facilities and/or participating in Recreational Activities, for the Minor a physical examination and for Minor to undergo a consultation with a medical professional. I recognize the inherent Risks of the Club Facilities and Recreational Activities in which Minor wishes to participate or use, and I attest that Minor has undergone this evaluation or I certify that Minor is physically fit to use Club Facilities and/or participate in the Recreational Activities safely, and Minor has not been advised otherwise by a health care professional.

1.1.3 I hereby release, indemnify and hold harmless the Club and its directors, members, contractors, instructors, affiliated companies, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (“Releasees”) from liability for economic or noneconomic damages for personal injury or death that results solely from the inherent Risks of the Recreational Activities sustained by Minor during the specific use of Club Facilities or Recreational Activities for which this Release is provided (“Claim”).

1.1.4 I represent that I have adequate insurance to cover any injury or damage Minor may suffer or cause while using Club Facilities and/or participating in Recreational Activities, or otherwise agree to bear all medical and related bills that Minor may incur because of any injury, as well as costs related to loss or damage to property, that Minor may sustain as a result of his/her participation in the Recreational Activities or use of Club Facilities. I further represent that Minor has no medical or physical condition which could interfere with Minor’s safety in participating in Recreational 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.

- 1.1.5 This Release shall be binding on Minor's estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on Minor's behalf or on behalf of Minor's estate.
  - 1.1.6 I understand that this Release does not limit the liability of the Releasees for the Releasees own negligence or the negligence of its employees or agents that causes or contributes to the Minor's injury or death.
  - 1.1.7 I am responsible for Minor obtaining and using all protective equipment reasonably necessary or appropriate to ensure the Minor's safe use of Club Facilities and/or participation in Recreational 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.
  - 1.1.8 I understand that the nature and severity of the Risks may be affected by Minor's own physical and mental skills and abilities, the relative skill required to utilize Club Facilities and/or participation in Recreational Activities. If there is any question as to whether Minor can safely use Club Facilities and/or participate in Recreational Activities, I will seek the advice of a medical professional before Minor does so.
  - 1.1.9 I am responsible for evaluating and acting upon any information or instructions provided to Minor while using Club Facilities and/or participating in Recreational Activities. If at any time I believe that Minor's use of Club Facilities and/or participating in Recreational Activities would be unsafe, I will direct Minor to immediately discontinue use of such Club Facility or participation in such Recreational Activity.
  - 1.1.10 I understand that Minor's use of Club Facilities and/or participation in Recreational Activities is purely voluntary and Minor elects to do so despite the Risks. Minor's decision is based upon my independent investigation and knowledge and not on any representations by the Club or its agents or representatives.
- 1.2 In, addition I acknowledge and agree to the following regarding the novel coronavirus ("COVID-19"):
    - 1.2.1 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 Recreational 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.
    - 1.2.2 The Club cannot prevent Minor from becoming exposed to, contracting, or spreading COVID-19 while utilizing Club Facilities, participating in Recreational Activities or visiting the Club premises. It is not possible to prevent against the presence of the disease on the Club premises. By using Club Facilities, participating in Recreational Activities at the Club or visiting the Club Premises, Minor may be exposing his/herself to and/or increasing his/her risk of contracting or spreading COVID-19.

- 1.2.3 To mitigate the risk of COVID-19 infection, I agree not to permit the Minor to utilize Club Facilities, participate in Recreational Activities and/or visit the Club premises if (i) Minor is experiencing symptoms of COVID-19, including without limitation, fever, cough or shortness of breath, (ii) Minor has a suspected or confirmed case of COVID-19, (iii) Minor has 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 Minor stay at home or self-quarantine due to his/her recent travel or exposure risk. I am responsible for staying informed of and acting upon applicable public health guidance relative to reducing Minor's risk of contracting and transmitting COVID-19 while using the Club Facilities, participating in Club Activities and/or entering onto the Club premises.
- 1.2.4 I acknowledge that contraction or transmission of COVID-19 is an inherent Risk of the Minor's use of the Club Facilities and participation in Recreational Activities at the Club, and that this Release applies with respect to any Claim arising from or related to Minor's contraction or transmission of COVID-19 while using Club Facilities or participating in Recreational Activities at the Club for which this Release is provided.

### 1.3 General Provisions:

- 1.3.1 I hereby expressly agree that: (1) this Release shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions; and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Release shall be conducted only in the federal or state courts located in Washtenaw County, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.
- 1.3.2 This Release contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Release shall be effective unless made in writing and signed by the party to be charged.
- 1.3.3 In the event of litigation relating to the subject matter of this Release, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.
- 1.3.4 If any portion of this Release is found to be unenforceable, illegal, or contrary to public policy by a court of competent jurisdiction, I agree that this Release shall remain in full force and effect except for such provision or part of any such provision held to be unenforceable.
- 1.3.5 I understand that my use of Club Facilities and/or participation in Recreational Activities may not be made available to Minor if I choose not to sign this Release.
- 1.3.6 I am aware of MCL § 700.5109, which authorizes organizations such as the Club to obtain releases covering a Minor's participation in a Recreational Activity.

(Signature page follows)

**I agree that this Release is authorized by MCL § 700.5109. I have read and understand that this Release involves the waiver and release of significant rights and the assumption of significant indemnification responsibilities in Minor's use of Club Facilities or participation in the Recreational Activities at the Club.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Minor's Name

\_\_\_\_\_  
Relationship to Minor

**Minor's Emergency Contact Information**

Name:	
Relationship:	
Daytime Phone #:	
Alternative Phone #:	
Address:	
E-Mail:	