

# **ASSUMPTION OF RISKS WAIVER AND RELEASE OF CLAIMS INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY**

I, the above named participant, am aware that the program in which I have chosen to participate involves many RISKS AND DANGERS. I understand that known and unknown risks and dangers associated with my participation in this activity may result in personal injury, death, property damage or loss. I understand as well that personal injury, death, property damage or loss may be caused or contributed to by the NEGLIGENCE OR CARELESSNESS of others.

In consideration of Headwaters Racquet Club Inc. ("Headwaters") allowing my participation in the above-named program I agree, on behalf of myself, my heirs, assigns, personal representatives and my family, that:

1. I ASSUME AND ACCEPT, WITHOUT LIMITATION, ALL RISKS AND DANGERS associated with my participation in this activity.
2. I ASSUME FULL RESPONSIBILITY for understanding and following the rules and safe practice associated with this activity and for my personal safety.
3. I WAIVE ANY AND ALL CLAIMS against Headwaters and its officers, directors, employees, agents and representatives (collectively referred to below as the "Related Parties") arising from or connected, directly or indirectly, with my presence at, or participation in, this activity.
4. I RELEASE Headwaters from any and all liability for any loss, damage, injury or expense that I, or my family, may suffer or incur by reason of my presence at, or participation in, this activity, due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE CLUB, THE RELATED PARTIES, OR OTHER PARTICIPANTS, OR ANYONE ELSE.
5. I WILL INDEMNIFY AND HOLD HARMLESS Headwaters from any and all liability for loss, damage, injury or expense suffered or incurred by me or anyone else in connection with my presence at, or participation in this activity.

**I HAVE READ THIS DOCUMENT THOROUGHLY. I UNDERSTAND THAT, BY SIGNING THIS DOCUMENT BELOW, I GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I UNDERSTAND THAT THE CLUB IS RELYING ON MY FULL RELEASE AND WAIVER OF ALL CLAIMS WHEN ACCEPTING MY PARTICIPATION IN THIS ACTIVITY.**

## **CONSENT AND ACKNOWLEDGMENT**

I, the undersigned, Parent/Guardian of the above mentioned participant, do hereby consent to his/her participation in the above named program. I acknowledge both the participant and I are aware that the above named program involves many RISKS AND DANGERS. I understand that known and unknown risks and dangers associated with the participant's participation in this activity may result in personal injury, death, property damage or loss. I understand as well that personal injury, death, property damage or loss may be caused or contributed to by the NEGLIGENCE OR CARELESSNESS of others.

## **ACCEPTANCE OF TERMS**

By signing this document, I agree that I have read all of the information in this form, that the information is accurate and that I accept the terms.

\_\_\_\_\_  
Participants Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of participant or parent/guardian

\_\_\_\_\_  
Staff Initials

\_\_\_\_\_  
Phone Number (of participant)

\_\_\_\_\_  
Emergency Contact

\_\_\_\_\_  
Phone Number (emergency contact)



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