



Waiver and Release of Liability

Assumption Of Risk Indemnification Agreement

MEMBER:

Membership Number: _____
 Name: _____ E-mail: _____
 Address: _____ City: _____ State: _____ Zip Code: _____
 Home Phone: (_____) _____ Work Phone: (_____) _____ Cell Phone: (_____) _____

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ THE ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING. TERMS & CONDITIONS

In consideration of being permitted access to the PRO Sports Club and its facilities, programs, amenities and services pursuant to the form of membership, registration or other access agreement provided to me ("Membership Agreement") or otherwise, I agree as follows:

- RELEASE OF LIABILITY AND ASSUMPTION OF RISK** – I understand and acknowledge there is risk involved in being in and around PRO Sports Club's facilities, including, but not limited to, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, patronizing or using PRO Sports Club services and amenities, participating in off-site programs or activities, and using or being present in any PRO Sports Club facility or arising from improper maintenance of any equipment or facilities. This includes, without limitation, my use of the locker room, pool, whirlpool, sauna, steam room, parking area, sidewalk or any equipment in the PRO Sports Club and my participation in any activity, class, program or instruction. I agree that I am voluntarily participating in these activities and using these facilities and premises and assume all risk of injury the contraction of any illness or medical condition that might result, or any damage, loss or theft of any personal property, whether any of the foregoing are suffered by me and/or my family members.
 - ASSUMPTION OF RISK.** I agree I will assume the risk and full responsibility for any and all injuries, losses, death, costs, the contraction of any illness or medical condition that might result or other damages, loss or theft of any personal property that might occur to me and/or my family members while on the premises of PRO Sports Club, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, patronizing or using PRO Sports Club services and amenities, participating in off-site programs or activities, using or being present in any PRO Sports Club facility, or arising from improper maintenance of any equipment or facilities, my use of the locker room, pool, whirlpool, sauna, steam room, parking area, sidewalk or any equipment in the PRO Sports Club, my participation in any activity, class, program or instruction, and negligence on the part of PRO Sports Club, its officers, directors, employer contractors, agents and other members, including premises liability claims such as (by example and not by limitation) slip and falls and/or trip and falls at any PRO Sports Club facility. ("Losses").
 - RELEASE OF CLAIMS.** To the maximum extent allowed by law, I, the undersigned ("I"), agree on my own behalf and on behalf of my family, personal representatives, heirs, executors, administrators, agents and assigns, to waive and release any and all claims, suits or related causes of action against Professional Recreation Organization, Inc., its owners, officers, employees, or agents (collectively "PRO Sports Club"), for all Losses ("Released Claims"). **I ACKNOWLEDGE I HAVE CAREFULLY READ THIS RELEASE OF CLAIMS AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I AM WAIVING ANY RIGHT I MAY HAVE TO BRING A LEGAL ACTION TO ASSERT A CLAIM AGAINST PRO SPORTS CLUB FOR ITS NEGLIGENCE.**
- INDEMNIFICATION** – I agree I will indemnify, defend and hold PRO Sports Club harmless, to the maximum extent allowed by law, from negligence, injury, loss, death, costs or other damages to me, my family members, heirs or assigns, or third parties for claims, suits, or related causes of action asserted against PRO Sports Club arising from my conduct and/or my family's conduct while on the premises of PRO Sports Club or participating in any off-site PRO Sports Club program or activity and from any of the Losses and Released Claims described in Section 1.
- APPLICATION** – I agree that this Release shall apply to each visit I make to PRO Sports Club and to every instance of my participation in an off-site PRO Sports Club program or activity, including future visits and participation, regardless of any date of issuance or expiration date on any Guest or Permanent membership card issued to me, regardless of the date that this Release is signed below.
- AGREEMENT TO COMPLY WITH RULES** – I agree to, and will comply with, the policies of PRO Sports Club's Rules and Regulations as posted at www.proclub.com and, if I am a Permanent club member, any specific usage restrictions as defined on the Membership Agreement. I acknowledge PRO Sports Club's Rules and Regulations are subject to change at the sole discretion of the PRO Sports Club.
- BINDING ON OTHERS** – This Release shall bind the members of my family and my spouse or registered domestic partner, if I am alive, as well as my estate, family, heirs, administrators, personal representatives or assigns if I am deceased and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue PRO Sports Club.
- SEVERABILITY** – I agree that the purpose of this Release is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Washington law. I agree that if any portion or provision of this Release is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid portion will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the Release.
- APPLICABLE LAW, FORUM & ATTORNEYS' FEES** – This Release is governed by and shall be construed in accordance with the laws of the state of Washington, without any reference to its choice of law rules. I agree that any dispute arising from this Release or in any way associated with PRO Sports Club shall be brought only in the Superior Court of King County, Washington, or in the U.S. District Court for the Western District of Washington, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this Release is contested, I agree that the substantially prevailing party will be entitled to receive all attorney's fees and costs from the party contesting the validity of this Release.
- INTEGRATION** – This Release, in conjunction with the Membership Agreement, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. I acknowledge that no oral representations, statements or other inducements to sign this Release have been made apart from what is contained in this document.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE BY READING IT BEFORE SIGNING IT.
 BY MY SIGNATURE BELOW I UNDERSTAND AND AGREE TO THE ABOVE TERMS AND CONDITIONS.**

SIGNATURES:

 Guest or Member (If over the age of 17)

_____/_____/_____
 Month Day Year

 PRO Sports Club Representative

_____/_____/_____
 Month Day Year

4455 148th Avenue Northeast, Bellevue, WA 98007, P: (425) 885-5566, F: (425) 861-6245
 501 Eastlake Ave. E., 2nd Floor, Seattle, WA 98109, P: (206) 332-1873, F: (206) 332-9513
 9911 Willows Road #100, Redmond, WA 98052, P: (425) 869-4760, F: (425) 869-4751

IF GUEST OR MEMBER IS A MINOR, SIGNATURE OF PARENT OR RESPONSIBLE ADULT IS REQUIRED BELOW:

- 9. **PARENTAL RELEASE OF LIABILITY** – In consideration of the minor child being permitted to utilize PRO Sports Club’s facilities, I accept and agree to the full contents of this Release.
- 10. **PARENTAL INDEMNIFICATION** – I agree to release, indemnify, defend and hold PRO Sports Club harmless from all liabilities and future claims presented by my children or any other minor children and/or their parents, whose visit to PRO Sports Club is sponsored by me, for any Losses suffered by them or any family member or registered domestic partner. This includes any claim of the minor and any claim arising from the negligence of PRO Sports Club.
- 11. **PARENTAL REPRESENTATION OF AUTHORITY** – I agree that I am authorized to sign this Release on behalf of the child by all of the parents and/or legal guardians of the child. I represent that all parents and/or legal guardians of the child know of and acquiesce to the signing of this Release and agree to waive and release any and all claims, suits or related causes of action against PRO Sports Club.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE BY READING IT BEFORE SIGNING IT.

BY MY SIGNATURE BELOW I UNDERSTAND AND AGREE TO THE ABOVE TERMS AND CONDITIONS, AND TO THE TERMS AND CONDITIONS OF THE DISCOVERY BAY CHILDCARE POLICIES POSTED AT [www.PRO CLUB .COM](http://www.PRO CLUB.COM), WHICH I HAVE READ OR AGREE TO READ. THESE POLICIES ARE SUBJECT TO CHANGE FROM TIME TO TIME SOLELY AT THE DISCRETION OF PRO SPORTS CLUB.

SIGNATURES:

Parent/Guardian (If guest or member is under the age of 18)

_____/_____/_____
Month Day Year

PRO Sports Club Representative

_____/_____/_____
Month Day Year