



## Assumption of Risk - Release of Liability - Indemnity Agreement

### Assumption of Risk

You have volunteered to participate in a physical training program or exercise program under the direction of ProSport Performance, Inc. which will include, but may not be limited to, weight and/or resistance training. Training with/or using the ProSport Performance, Inc., facilities involves risk of injury to you or your guest, whether you or someone else cause it. Specific risks vary from one activity to another and the risk range from minor injuries to major injuries, such as catastrophic injuries including death. **In consideration of your participation in the activities offered by ProSport Performance, Inc., you understand and voluntarily accept this risk and agree that ProSport Performance, Inc., its officers, directors, shareholders, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, guest, unborn child, or relatives resulting from any negligence of ProSport Performance, Inc., or anyone on ProSport Performance, Inc's., behalf or anyone using the facilities whether related to exercise or not.**

You represent that you are in good health and good physical and mental condition and have no medical reason or impairment that might prevent you from participating in any training sessions or use of any equipment at the ProSport Performance, Inc. facilities. You acknowledge that you have been informed of the need for a physician's approval for participation in an exercise/fitness or sports performance activity or in the use of any equipment before you join, relating to your physical condition and ability to train or use the facilities. If you have any health or medical concerns now or after you join, discuss them with you doctor before training and using the facilities. You acknowledge that you have been informed that ProSport Performance, Inc. has available a questionnaire designed for you to determine whether you should consult a physician before participating in an exercise program and that you understand ProSport Performance, Inc. assumes no liability to you if you undertake physical activity without consulting your doctor or against the advice of your doctor. If you know or should know you have any health problem that might prevent you from training with or using all of the ProSport Performance, Inc's facilities and you sign this Agreement, you agree that your membership is limited accordingly. However, because it's your choice, you still must pay your dues as if you could use all the facilities.

### Release of Liability

You do hereby and forever release and discharge and hereby hold harmless ProSport Performance, Inc, and its officers, directors, shareholders, employees, volunteers, agents and independent contractors from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with your participation

in any activities at ProSport Performance, Inc., including any injuries resulting therefrom. THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, INJURIES WHICH MAY OCCUR TO YOU AS A RESULT OF (1) EQUIPMENT THAT MAY MALFUNCTION OR BREAK (2) ANY SLIP, FALL, DROPPING OF EQUIPMENT AND (3) OUR NEGLIGENT INSTRUCTION OR SUPERVISION.

You also hereby release ProSport Performance, Inc. from any liability to you or your guests for any personal property that is damaged, lost, or stolen while on or around ProSport Performance, Inc.'s premises, including, but not limited to, a vehicle or its contents or any property left in a locker. If you or your guest cause any damage to ProSport Performance, Inc.'s facilities, you are liable to ProSport Performance, Inc for its cost of repair or replacement.

You hereby expressly waive and relinquish any and all rights and benefits afforded under the provisions of Section 1542 of the California Civil Code, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

### **Indemnity**

You agree to indemnify, defend and hold ProSport Performance, Inc. (including its officers, directors, shareholders and employees) harmless from and against any liability, damages, defense costs, including attorneys' fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damages, caused by your negligence or other wrongful acts or omissions. You further agree to hold harmless, defend and indemnify ProSport Performance, Inc. (including its officers, directors, shareholders, employees, volunteers, agents and independent contractors) from all liability, damages, defense costs, including attorneys' fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage brought by you, your guests, or minors, even if ProSport Performance, Inc., was negligent. Further, you understand and acknowledge that ProSport Performance, Inc. does not manufacture fitness or other equipment at its facilities, but purchases and/or leases equipment. You understand and acknowledge that ProSport Performance, Inc. is providing recreational services and will not be held liable for defective products. By signing below, you acknowledge and agree that you have read the foregoing and know of the nature of the activities at ProSport Performance, Inc., and you agree to all the terms on this page and that you have received a copy of it. The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision. This Agreement shall be governed by California law. Any action to enforce or interpret this Agreement shall be brought only in the applicable state or federal court located in Orange County, California.

Member signature: \_\_\_\_\_ Date signed: \_\_\_\_\_

Member (Print Name): \_\_\_\_\_

\* \* \* \* \*

**Parent or Guardian:** On behalf of my minor child and myself, I agree to the terms of this Agreement, and I agree to defend and indemnify ProSport Performance, Inc. to the fullest extent permitted by law for any claim brought by my minor child against ProSport Performance, Inc. I also promise to pay any financial obligation that my minor child does not pay for any reason.

Parent or Guardian signature: \_\_\_\_\_ Date signed: \_\_\_\_\_

Parent or Guardian (Print Name): \_\_\_\_\_

\* \* \* \* \*

**Financial Cosigner:** I agree to the terms of this Agreement, and I promise to pay any financial obligation that the member does not pay for any reason. I also agree to defend and indemnify ProSport Performance, Inc. to the fullest extent permitted by law for any claim brought against ProSport Performance, Inc. by the member. Whether as Parent or Cosigner, I understand my obligation can only end if the member properly terminates the membership.

Co-signer signature: \_\_\_\_\_ Date signed: \_\_\_\_\_

Co-signer (Print Name): \_\_\_\_\_

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