



# Waiver of Liability

## WAIVER AND RELEASE OF LIABILITY FOR USE OF COURTHOUSE CLUB FITNESS FACILITIES AND PROVISION OF FITNESS GUIDANCE BY STAFF

I desire to utilize or participate in the facilities, equipment, activities (including without limitation, leagues and tournaments), athletic, fitness and nutrition training and/or any other services (collectively, the "Services") provided by Capitol Racquet Sports, Inc. dba Courthouse Club Fitness ("Courthouse"). In consideration of utilizing or participating in the Services provided by Courthouse, I hereby agree to and acknowledge the terms of this waiver and release of liability (the "Release"). To the extent that my minor child(ren) desires to utilize or participate in the Services provided by Courthouse, I hereby agree to and acknowledge the terms of this Release on behalf of my minor child(ren).

### **GENERAL PARTICIPATION**

DISCLAIMER: COURTHOUSE IS NOT RESPONSIBLE FOR ANY INJURY, DAMAGE TO OR LOSS OF PROPERTY TO ANY PERSON SUFFERED WHILE BEING ON THE PREMISES OR USING THE FACILITIES, SERVICES, AND/OR EQUIPMENT IN ANY WAY AND FOR ANY REASON WHATSOEVER, INCLUDING ILLNESS RESULTING FROM COMMUNICABLE DISEASE OR ORDINARY NEGLIGENCE ON THE PART OF COURTHOUSE, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

I hereby release and covenant not-to-sue Courthouse, its owners, affiliated companies, contractors, employees, instructors, agents and all others who are involved with Courthouse (collectively, "Courthouse Parties") from any and all present and future claims that may arise out of or relate to my use or intended use of or participation in the Services provided by Courthouse, or my engaging in any training, athletic or non-athletic activity incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, and whether known, anticipated or unanticipated, that may be made by me, my family, estate, executors, administrators, heirs, or assigns. I ACKNOWLEDGE THAT THIS RELEASE SHALL PREVENT ME FROM SEEKING DAMAGES OR OTHER RELIEF IN A COURT OF LAW OR OTHERWISE. The scope of this Release shall be read as broadly as allowed by law in favor of releasing Courthouse and the Courthouse Parties, and shall include, but not be limited to, negligence on the part of Courthouse or the Courthouse Parties and any and all other conceivable claims for personal injury and/or property damage.

I further agree to indemnify and hold harmless the Courthouse Parties from and against any and all claims, actions, lawsuits, costs and expenses (including attorney fees) arising as a result of my engaging in or receiving instruction in any Courthouse activities or any activities incidental thereto, wherever, whenever, or however the same may occur.

### **FITNESS GUIDANCE FROM COACHES OR TRAINERS**

Included within the definition of Services, Courthouse offers various forms of fitness training that provide an opportunity to improve strength, cardiovascular fitness, flexibility, diet, and other selected components of physical fitness (herein collectively referred to as "Courthouse Training" or "Training"). Courthouse members may work with one or more staff persons, and may also receive guidance provided by other Courthouse staff, such as a Fitness Coach, Instructor or others (collectively, a "Trainer").

Depending on the specific program, a Trainer will provide instruction, supervise activity, and monitor progress to varying degrees, which may include physical touching or manipulation. However, regardless of the reasonable care taken by a Trainer in providing appropriate equipment, instruction, and supervision, illness, accidents and injuries can occur. Injuries or illness can be a result of any number of inherent risks of all forms of Training, including such factors as excess stress during training or testing activities, inadvertent user inattention, unexpected equipment failure, inadvertent Trainer error, and misjudgments of client ability by the client or the Trainer.

Training activities may include, without limitation the following:

Strength-building activities include exercises to develop the strength of various muscle groups. Strength building activities place additional and unusual demands upon the body since they involve strenuous maximal, or near maximal, exertions of force using various muscle groups. Cardiovascular activities also place additional demands upon the body since they generally involve prolonged moderate to vigorous exercise. All activities utilized for developing cardiovascular fitness involve sustained physical activity that places significant stress on the cardiovascular system. Additionally, all types of exercise equipment carry with them risks due to user misuse as well as those of equipment failure. Adhering to a nutritional program which may cause you to change the timing, frequency, daily caloric intake, and type of foods you consume can pose a risk due to the response each person's body has to various foods or supplements. If you have questions regarding the benefits or risks of these or other activities, please consult with your physician.

## **ASSUMPTION OF RISK**

I am aware that using or participating in the Services provided by Courthouse involves the risk that accidents, minor or severe, may occur. I understand that certain dangers may arise resulting from or arising out of my use or intended use of Courthouse facilities, services, and/or equipment, including but not limited to, muscle strains, muscle sprains, muscular fatigue, and more serious risks such as heart attacks, serious neck and spinal injuries resulting in paralysis, and injury to virtually all bones, joints, muscles and internal organs. I understand that equipment provided for my protection may be inadequate to prevent serious injury. In addition, I understand that participation in Courthouse activities may involve travel to and from the site of the activity, participation at sites that may be remote from available medical assistance, and include the possible reckless conduct of other participants. I am voluntarily participating in the activities with knowledge of the potential dangers and hereby agree to accept and assume any and all inherent risks of property damage, personal injury, or death.

I acknowledge the contagious nature of communicable diseases, including coronavirus, and voluntarily assume the risk that I may be exposed to or infected by viral, bacterial and other communicable diseases by utilizing the Services. I understand that despite the precautions I take and those taken by the Courthouse, a risk of becoming exposed to or infected by viral, bacterial and other communicable diseases may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Courthouse Parties, Trainers, other members and program participants.

I have read the previous paragraphs, I have discussed the risks with my Trainer or other Courthouse staff and my physician as I deem necessary, and I know and understand the nature of the Services. I understand the demands of those activities relative to my condition and skill level, and I appreciate the types of injuries or illness that may occur as a result of the Services that I have selected. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

## **REPRESENTATIONS, ASSERTIONS, CONSENTS AND AGREEMENTS**

- I represent that I will only engage in the Services in which I am sufficiently physically fit to participate.
- I assert that I have no health problems that should prevent me from utilizing or participating in the Services.
- I acknowledge that Courthouse and my Trainer recommend that I get medical clearance from my personal physician prior to participating in the Services, especially if I am currently being treated for a medical condition or using medication.
- I assert that I possess a sufficient level of physical fitness to enable me to safely participate in the Services.
- I give consent to certain physical touching that may be necessary to ensure proper technique during exercise or to conduct certain fitness tests or evaluations.
- I authorize Courthouse to administer emergency first aid, CPR, and use an AED.
- I authorize Courthouse to secure emergency medical care or transportation (i.e., EMS).
- I authorize Courthouse to share my medical history with emergency medical personnel.
- I agree to assume all costs of my medical care and transportation.
- I acknowledge that it is my duty to inform Courthouse and cease exercise immediately if I should feel any unusual discomfort (e.g. faintness, shortness of breath, high anxiety, chest pains) or if I feel that the activity is inappropriate for me, whether during testing, strength training, cardiovascular training, or any other activity.
- I acknowledge that Courthouse will conduct all activities in good faith and may find it necessary to terminate my participation in an activity when Courthouse Parties or a Trainer judges me to be incapable of safely meeting the rigors of the activity. I accept Courthouse's right to take such actions for my safety and/or the safety of other parties.

In addition to any other agreements or covenants set forth herein, I covenant not to sue Courthouse Parties, my Trainer, other employees or agents for any present or future claim I might have. This includes claims resulting from: 1) the inherent risks of physical conditioning and changes to dietary habits; 2) illness or disease contracted while utilizing the Services; and 3) the negligence of Courthouse, my Trainer(s), and other Courthouse Parties.

## **ACKNOWLEDGEMENT OF TERMS**

I understand that this Release cannot be modified or changed in any way by representations or statements by any agent or employee of Courthouse. This Release may only be amended by a written document duly executed by me and an authorized representative of Courthouse.

I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of or relating to this contract shall be submitted to binding arbitration in accordance with the applicable rules of the Arbitration Service of Portland, Inc. then in effect. I further agree that the venue for any legal proceedings shall be in Marion County, Oregon.

I understand that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Oregon and agree that if any portion is held invalid, the remainder of the Release will continue in full legal force and effect.

## **CONSENT AND RELEASE OF PARENT OR LEGAL GUARDIAN**

I represent that I am the parent or legal guardian of a minor (hereinafter "my Child") using Courthouse facilities, services or equipment. My Child is physically and mentally able to use the facilities, services and equipment. I have read and understand this Release. I agree that the terms of this Release shall bind me and my Child to the same extent as if I signed this Release in my name. I agree that the above acknowledgments are true and correct. I will, on behalf of my Child, ensure that any investigation or action required by this Release is performed.

I have read this Release and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am signing the Release freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability, including that due to ordinary negligence by Courthouse, to the greatest extent allowed by law in the State of Oregon.

I affirm that I am of 18 years of age and am freely signing this Release. I have read this Release and fully understand that by signing this Release, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of Courthouse or any of the parties listed above.

**THIS IS A RELEASE AND WAIVER OF YOUR RIGHTS. READ BEFORE SIGNING.**

**Full Name:** @FullName@

**Member ID:** @DataExchangeID@

**Signature:** @Signature@

**Date Signed:** @EWaiverSignDate@