

**Waiver of Liability, Assumption of Risk
And Indemnity Agreement**

Waiver: In consideration of permission to use, today and on all future dates, the property, facilities, and services of The Claremont Club, I, for myself, my spouse, if any, my heirs, personal representatives or assigns, and anyone claiming through or under me **do hereby release, waive, discharge, and covenant not to sue** The Claremont Club, its shareholders, owners and their heirs, directors, officers, employees, and agents for liability **from any and all claims including the negligence** of The Claremont Club, resulting in damage or personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the USTA National Junior Championships here at The Claremont Club, observation, and use of facilities, premises, or equipment.

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Claremont Club has facilities for and provides for activities such as weight lifting, walking, jogging, running, swimming, tennis, aerobic activities, weight training, group exercise classes and racquetball. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity, which places stress on the cardiovascular system.

Participant understands that any exercise program involves risk. A **participant** acknowledges and understands that he/she is using the facilities and services of the **club** at his/her own risk.

The specific risks vary from one activity to another, but in each activity the risks range from 1) minor injuries such as scratches, bruises, lacerations and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by The Claremont Club. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. _____ **Initials**

Indemnification and Hold Harmless: The **Club** and its owners, officers, employees, agents, contractors and affiliates shall not be liable – and its **participant** hereby expressly waives any claim of liability – for personal/bodily injury or damages – which occur to any **participant** or any guest of any **participant**, or for any loss of or injury to person or property. This waiver includes, but is not limited to any loss, damage or destruction of the personal property of the **participant** or the **participant**' guest(s) and is intended to be a complete release of any responsibility for personal injuries and/or property loss/damage sustained by any **participant** or any guest of any **participant** while on the **club** premises, whether using exercise equipment or not.

Participant agrees to indemnify and hold the **club** and its officers, employees, agents, contractors and affiliates harmless from any and all liability and damages incurred arising out of the conduct or activity of such **participant**, any other claimant **participant** or guests using the facilities while **participant** is on premises insofar as **participant** is claimed liable for damages to others.

Sole and only agreement: This Agreement constitutes my sole and only agreement respecting release, waiver of liability, assumption of the risk, and indemnity concerning my involvement at The Claremont Club. Any prior written or oral agreements, promises, or representations concerning the subject matter contained in this Agreement and not expressly set forth in this Agreement have no force or effect.

Sever ability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in Los Angeles County, California.

ACKNOWLEDGMENT OF UNDERSTANDING: I HAVE READ THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND **UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE.** I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participants Name (please print)

Parent's Signature

Date

Participants Signature

USTA # _____

Date _____