Northeast Badminton Club Waiver and Release of Liability



In consideration for my membership or guest status at Northeast Badminton Club, I acknowledge and agree that

- 1. I am engaging in physical exercise, including but not limited to the use of exercise machine, free weights, Club facilities, training and instruction.
- 2. I risk bodily injury from the various activities offered at the Club, including paralysis, dismemberment, disability and death, and while particular rules of the sport, equipment, and discipline may reduce this risk, this risk of injury does exist, as well as the risk of damage to or loss of property.
- 3. I willingly agree with the stated and customary conditions for participation in these sports related activities. If I observe any unusual or unnecessary hazard during participation or if I observe any concern in my readiness in my participation, I will immediately bring such to the attention of the nearest official and refrain from participation.
- 4. I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, hold harmless and promise forever not to sue Northeast Badminton Club, their officers and staff, sponsors, volunteers, heirs, sponsors and/or agents ("releasees") with respect to any and all injury damage and loss arising from my participation in Club activities, whether caused by the negligence of the releasees, the condition of the premises or otherwise, except that which is the result of gross negligence or wanton misconduct to the fullest extent permitted by law.
- 5. I agree to be bound by the rules and regulations of Northeast Badminton Club and I hereby stipulate that I am eligible to participate in the various sporting activities for which I am apply and participate in and that I understand that the above mentioned make no representation or warranty with respect to the condition of the premises or the operation of event.
- 6. I, hereby grant to Northeast Badminton Club, its licensees, sponsors, and contractors, including photographers, television, and motion picture companies, their affiliates and subsidiaries, full photography, television, and motion picture rights, including authority to film or videotape me during matches, narratives, personal interviews, or comment thereon for any and all commercial, news, or other purposes together with the right to transfer or grant their rights to others, all without remuneration or compensation to me whatsoever.

I have read this Release of Liability and Waiver Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Printed Name Signature Date

FOR PARTICIPANTS OF MINORITY AGE

This is to certify that I/We as parent(s)/guardian(s) with legal responsibility for this member, do consent and agree not only to his/her release, but also for myself/ourselves, and my/ours heirs, assigns and next of kin to release and indemnify the Releasees from any and all liability incident to my/our child's involvement as stated above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.