

PALEY TENNIS CENTER WAIVER AND RELEASE OF LIABILITY

IMPORTANT NOTICE!

BEFORE SIGNING THIS WAIVER AND RELEASE OF LIABILITY (THIS “AGREEMENT”), YOU MUST READ THE AGREEMENT VERY CAREFULLY. IF AN ACCIDENT WERE TO OCCUR, YOU (BY SIGNING THIS AGREEMENT) WILL BE GIVING UP IMPORTANT LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS AGREEMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS AGREEMENT, YOU SHOULD NOT SIGN IT AND SHOULD SEEK ADVICE FROM YOUR LEGAL COUNSEL.

In consideration of my permitted use of the Paley Tennis Center (“PTC”), I hereby agree as follows:

I acknowledge: Any lessons or court reservations cancelled less than 24 hours in advance will be charged the rate as of that date. Statements that are more than 30 days past due shall be assessed a \$6 monthly late charge. All players 18 and under are required to pay a junior membership fee.

I understand that the activities and programs in which I might participate and the instructions I might receive at the PTC may include, but are not limited to, vigorous cardiovascular activity (including, without limitation, tennis lessons and instruction, tennis matches, tennis games, tennis aerobic, various endurance exercise and machines, such as treadmills, stair climbers and stationary bicycles), strength training (including, without limitation, machine weights and free weights), and other various types of exercise (collectively, “Fitness Activities”). I understand that Fitness Activities involve certain inherent risks including but not limited to, death, serious neck and spinal injury resulting in complete or partial paralysis, cardiac stress, heart attacks, and injury to bones, joints and muscles. I choose to participate in Fitness Activities at the PTC in spite of the possibility that doing so may subject me to the above-noted risk and/or may result in my injury or death. I am voluntarily participating in Fitness Activity at the PTC with knowledge of the risks and dangers involved and hereby agree to accept those risks and assume full responsibility for any loss, damage involved and hereby agree to accept those risks and assume full responsibility for any loss, damage or theft of personal property, personal injury, or death. I further understand that the PTC does not warrant or guarantee my competency, mental condition, physical condition or ability to use the PTC or to participate in Fitness Activities. I acknowledge that the PTC recommends that I consult with a physician before undertaking any program of regular exercise, specifically including participation in any Fitness Activities at the PTC.

I also understand that as a condition of my use of the PTC and participation in the Fitness Activities, I must review and abide by the rules and regulations pertaining to use of the PTC and participation in Fitness Activities. If I have any questions about these rules and regulations, or if I am uncertain in any way about the intent or meaning of this Agreement, I will contact PTC prior to signing this Agreement.

I, for myself and my spouse, heir, assigns, related individuals and related entities, do hereby release, waive, absolve, discharge and agree to hold harmless, my instructors, the PTC and its member, shareholders, directors, officers, employees, agents, and insurers (collectively, “Released Parties”), from and against any and all rights, claims demands, causes of action, obligations, suits, liens, damages or liabilities of any kind and character whatsoever, weather known or unknown, suspected or claimed, which I shall or may have in the future against Released Parties arising out of, based on, related to or connected with my use of the PTC and participation in Fitness Activities.

I also agree to indemnify and hold Released Parties harmless from the payment of any and all judgments, settlements, cost, disbursements and attorney fees that are associated with Released Parties having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of my use of the PTC and participation in Fitness Activities including, but not limited to, claims for breach of contract, negligence, strict liability or otherwise. This indemnification obligation and this agreement does not, however, absolve Released Parties from any liability, damages, cost, disbursements and attorney fees incurred due to their intentional or reckless conduct.

I expressly accept and assume the risk that any fact that I believe to be true on the date I sign this Agreement may be later found to be other than or different from what I believed on that date, and I agree that this Agreement shall be and remain effective notwithstanding such difference in facts. I have considered that if this Agreement were not as broad as it is, the cost for my use of the PTC would be considerably higher and I do not wish to pay this higher cost. By signing this Agreement, I waive the right to bargain for different terms.

I covenant and agree to forever refrain from instituting, prosecuting, maintaining, proceeding on, assisting with or advising to be commenced a suit which arises out of, or may be, in whole or in part, based upon, related to or connected with the released matters herein or any part of them. I acknowledge that this Agreement is executed in exchange for the opportunity to use the PTC and participate in Fitness Activities. This Agreement shall remain in force until written revocation thereof is delivered to the PTC. I recognize that the revocation of this Agreement will result in my being barred from further use of the PTC and participation in Fitness Activities.

I have read and fully understand the contents of this Agreement. I *further understand that I give up substantial rights by signing this document.* I voluntarily sign and agree to this Waiver and Release of Liability on behalf of myself and my spouse, heirs, assigns, related individuals and related entities.

If Participant is a minor, parent or guardian agrees to the following: As the parent/guardian of the minor Participant, I consent to and give permission for the Participant’s use of the PTC and participation in Fitness Activities, and execute this Waiver and Release of Liability on behalf of myself and said Participant.