



**THE GLEN ACRES GOLF & COUNTRY CLUB
FITNESS ROOM AGREEMENT**

**ASSUMPTION OF RISK/RELEASE OF CLAIMS AND
LIABILITY/HOLD HARMLESS/INDEMNITY
AND WAIVER OF PARENTAL IMMUNITY**

IN CONSIDERATION of The Glen Acres Golf & Country Club, a Washington non-profit corporation (the "Club"), granting access to the Club's exercise and fitness room and facility, any equipment located therein and related facilities, such as the locker room and shower (collectively the "Facility") to each undersigned Club member and such Club member's designated family members (including without limitation any members of my family under the age of eighteen years,) (each a designated "User"), I, the undersigned User, agree as follows:

1. Club Rules and Regulations. I have read and will abide by the rules and regulations of the Club relating to the use of the Facility, as now or as may hereafter be amended from time to time by the Club.

2. Acknowledgment of Personal Responsibility. I understand and acknowledge that my use is voluntary, at my own risk and that there is no attendant in the Facility. I further acknowledge that it is my personal responsibility, with regard to my use and the use by any of my family members of the Facility, for all of the following, without limitation: (a) to exercise all reasonable judgment and prudence, including without limitation, assessing the physical condition and working order of the Facility before using same; (b) to know and understand how to properly **use each part of the Facility before using same;** (c) **to take all necessary and appropriate precautions** and make all necessary and appropriate adjustments to set up the equipment for personal use, prior to using the Facility; and (d) to assess my fitness and any necessary or appropriate limitations with regard to my use of the Facility and, in that regard, I acknowledge that the Club recommends a current examination in that regard by a qualified health care provider; (e) to use an appropriate sanitizer to wipe down the equipment before and after my use; (f) to advise my family members of their personal responsibility for all of the foregoing, before their use of the Facility and that their use is at their own risk; and (g) if I designate or permit any minor child as a User, to properly and adequately supervise, instruct and limit as appropriate such child's use of and presence in the Facility.

3. Assumption of all Risks. In addition to and not in limitation of all implied assumption of the risks inherent in physical exercise and the use of the Facility, in whole or in part, I expressly assume all risks, inherent and non-inherent, with respect to use of the Club's Facility for contraction of illness or medical condition, bodily injury and/or death, and for loss or theft of

or damage to personal property arising out of or in connection with the use of the Club's Facility, including without limitation: (a) use of any equipment or facilities which may malfunction or break; (b) the Club's improper maintenance of any equipment or facilities; (c) the Club's negligence with respect to maintenance of the Facility; (d) the Club's negligent instruction or supervision of any use of the Facility, if any; and (e) slipping or falling while using the Facility or while on the Club's premises.

4. Waiver of Claims and Release of Liability, including without limit, Claims Arising from Club Negligence. I hereby waive, release and forever discharge the Club, its directors, officers, employees, agents, independent contractors, and insurers (collectively the "Club") from any and all claims, causes of action, damages, expenses (including without limit, attorneys' fees) losses (economic and non-economic), obligations and liabilities of every kind, known or unknown (hereafter collectively "**Claims**"), for death, bodily injury, personal injury, contraction of illness or medical condition, damage to or loss or theft of personal property, which may arise out of, result from or relate to my use of the Facility or my presence in the Facility. The Club shall not be liable for any injury, damage, accident, or harm to me arising out of or in any way relating to my use of the Facility or my presence in the Facility. **This waiver and release includes, without limitation, injuries, death, losses or damages which may occur as a result of: (a) my use of any exercise equipment or facilities which may malfunction or break; (b) the Club's improper maintenance of any equipment or facilities; (c) the Club's negligence with respect to maintenance of the Facility; (d) the Club's negligent instruction or supervision of any use of the Facility, if any; and/or (e) slipping or falling while using the Facility or while on the Club's premises.**

5. Hold Harmless. I will defend and hold the Club harmless from and against any and all Claims on behalf of any person, persons, corporation, and/or entity, which may arise out of, result from or relate to the use of the Facility or presence in the Facility by myself and/or my family members (including without limitation any members of my family under the age of eighteen years), including without limitation Claims which may occur as a result of: (a) use of any exercise equipment or facilities which may malfunction or break; (b) the Club's improper maintenance of any equipment or facilities; (c) the Club's negligence with respect to maintenance of the Facility; (d) the Club's negligent instruction or supervision of any use of the Facility, if any; and/or (e) slipping or falling while using the Facility or while on the Club's premises.

6. Indemnification. I further agree to indemnify the Club for any costs, liabilities, obligations, damages, and expenses (including attorney's fees) incurred or sustained by the Club, directly or indirectly, as a result of any Claims arising out of, result from or relate to the use of the Facility or presence in the Facility, by myself or any of my family members (including without limitation any members of my family under the age of eighteen years), including without limitation, Claims which may arise as a result of: (a) use of any exercise equipment or facilities which may malfunction or break; (b) the Club's improper maintenance of any equipment or facilities; (c) the Club's negligence with respect to maintenance of the Facility; (d) the Club's negligent instruction or supervision of any use of the Facility, if any; and/or (e) slipping or falling while using the Facility or while on the Club's premises.

7. **Payment for Damages.** I agree to pay for any damages caused to the Facility by me or any of my family members (including without limitation any members of my family under the age of eighteen years).

8. **Severability.** If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severed from this Agreement and such severance shall not affect the validity or enforceability of the remaining provisions hereof.

9. **Meaning of the Terms "Negligent" or "Negligence".** As used herein, the terms "negligent" and "negligence" refer to acts or omissions that constitute ordinary negligence, including without limitation, failure to exercise reasonable care under applicable circumstances.

10. **Waiver of Parental Immunity.** Each undersigned User, as the parent of a minor User (under the age of eighteen years) hereby waives any and all immunities provided by law for Claims by or on behalf of my minor children (under the age of eighteen years), arising out of the use of the Facility or presence in the Facility of such minor User, to the extent necessary to give full effect to the hold harmless and indemnification provisions of this Agreement.

_____ (Parent Initial) _____ (Parent Initial)

11. **Binding Effect.** This Agreement shall be effective and binding upon my heirs, executors, administrators and assigns. I certify that I am of lawful age (18 years or older) and otherwise legally competent to make and sign this Agreement.

12. **Signatures.** By signature, below, each User acknowledges that he or she have read, understood, accepted and agreed to all of the foregoing provisions; **except only, for minor Users under the age of eighteen (18) years, the hold harmless and indemnification provisions do not apply and the assumption of risk, waiver and release provisions do not apply to Claims by or on behalf of such minor Users, to the extent they are the proximate result of the Club's negligence, but the hold harmless and indemnity provisions of this Agreement shall apply to the undersigned parent with respect to any such Claims by or on behalf of such minor Users.**

User's Printed Name: _____ Member # _____

User's Signature: _____ Date: _____

User's Printed Name: _____ Member #: _____

Parent's Name (If User is under 18): _____

User's Signature: _____ Date: _____

User's Printed Name: _____ Member #: _____

Parent's Name (If User is under 18): _____

User's Signature: _____ Date: _____

IF USER IS UNDER THE AGE OF 18, PARENT/GUARDIAN MUST CONSENT: I, as a parent or legal guardian of the above minor under 18 years of age, hereby consent to the terms and conditions of this Agreement.

Signature of Parent/Guardian: _____

Date: _____