

**WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT
(Ages 18 and Over)**

WAIVER: In consideration of permission to use, today and on all future dates, the property, facilities, and services of PLAYTENNIS LLC, I, for myself, **and/or for the minor named below**, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** PLAYTENNIS LLC, its members, directors, officers, employees, and agents from liability **from any and all claims including the negligence of** PLAYTENNIS LLC, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in club activities, 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. PLAYTENNIS LLC has facilities for and provides for activities such as weightlifting, walking, jogging, running, aerobic activities, racquetball, basketball, volleyball, swimming, and other physical activities. 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.

The specific risks vary from one activity to another, but in each activity the risks range from 1) minor injuries such as scratches, bruises, 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 PLAYTENNIS LLC. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks.**

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD HARMLESS PLAYTENNIS LLC, its members, directors, officers, employees, and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of my involvement at PLAYTENNIS LLC and to reimburse them for any such expenses incurred.

SEVERABILITY: 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 Oregon 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 the appropriate jurisdiction for Jackson County.

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.

Guest ☐ New Member ☐

PRINT NAME

SIGNATURE

DATE

Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Date of Birth ____/____/____

Email _____