



GUEST WAIVER & RELEASE OF LIABILITY

ASSUMPTION OF RISK INDEMNIFICATION AGREEMENT

GUESTS ARE LIMITED TO ONE VISIT PER MONTH

This document affects your legal rights. Read the entire document carefully before signing.

TERMS & CONDITIONS

- 1. RELEASE OF LIABILITY AND ASSUMPTION OF RISK:** I understand and acknowledge there is risk involved in being in and around PRO's facilities, including, but not limited to, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, patronizing or using PRO services and amenities, participating in off-site programs or activities, and using or being present in any PRO facility or arising from improper maintenance of any equipment or facilities. This includes, without limitation, my use of the locker room, pool, whirlpool, sauna, steam room, parking area, sidewalk or any equipment at PRO and my participation in any activity, class, program, or instruction. I agree that I am voluntarily participating in these activities and using these facilities and premises and assume all risk of injury the contraction of any illness or medical condition that might result, or any damage, loss or theft of any personal property, whether any of the foregoing are suffered by me and/or my family members.
(a) ASSUMPTION OF RISK: I agree I will assume the risk and full responsibility for any and all injuries, losses, death, costs, the contraction of any illness or medical condition that might result or other damages, loss or theft of any personal property that might occur to me and/or my family members while on the premises of PRO, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, patronizing or using PRO services and amenities, participating in off-site programs or activities, using or being present in any PRO facility, or arising from improper maintenance of any equipment or facilities, my use of the locker room, pool, whirlpool, sauna, steam room, parking area, sidewalk or any equipment at PRO, my participation in any activity, class, program or instruction, and negligence on the part of PRO, its officers, directors, employer contractors, agents and other members, including premises liability claims such as *(by example and not by limitation)* slip and falls and/or trip and falls at any PRO facility. ("Losses").
(b) RELEASE OF CLAIMS: To the maximum extent allowed by law, I, the undersigned ("I"), agree on my own behalf and on behalf of my family, personal representatives, heirs, executors, administrators, agents and assigns, to waive and release any and all claims, suits or related causes of action against Professional Recreation Organization, Inc., its owners, officers, employees, or agents *(collectively "PRO")*, for all Losses ("Released Claims"). I ACKNOWLEDGE I HAVE CAREFULLY READ THIS RELEASE OF CLAIMS AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I AM WAIVING ANY RIGHT I MAY HAVE TO BRING A LEGAL ACTION TO ASSERT A CLAIM AGAINST PRO FOR ITS NEGLIGENCE.
 - 2. INDEMNIFICATION:** I agree I will indemnify, defend and hold PRO harmless, to the maximum extent allowed by law, from negligence, injury, loss, death, costs or other damages to me, my family members, heirs or assigns, or third parties for claims, suits, or related causes of action asserted against PRO arising from my conduct and/or my family's conduct while on the premises of PRO or participating in any off-site PRO program or activity and from any of the Losses and Released Claims described above.
 - 3. APPLICATION:** I agree that this Release shall apply to each visit I make to PRO and to every instance of my participation in an off-site PRO program or activity, including future visits and participation, regardless of any date of issuance or expiration date on any Guest or Permanent membership card issued to me, regardless of the date that this Release is signed below.
 - 4. AGREEMENT TO COMPLY WITH RULES:** I agree to, and will comply with, the policies of PRO's Rules and Regulations as posted at proclub.com and, if I am a Permanent club member, any specific usage restrictions as defined on the Membership Agreement. I acknowledge PRO's Rules and Regulations are subject to change at the sole discretion of the PRO.
 - 5. BINDING ON OTHERS:** This Release shall bind the members of my family and my spouse or registered domestic partner, if I am alive, as well as my estate, family, heirs, administrators, personal representatives or assigns if I am deceased and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue PRO.
 - 6. SEVERABILITY:** I agree that the purpose of this Release is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Washington law. I agree that if any portion or provision of this Release is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid portion will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the Release.
 - 7. APPLICABLE LAW, FORUM & ATTORNEY'S FEES:** This Release is governed by and shall be construed in accordance with the laws of the state of Washington, without any reference to its choice of law rules. I agree that any dispute arising from this Release or in any way associated with PRO Club shall be brought only in the Superior Court of King County, Washington, or in the U.S. District Court for the Western District of Washington, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this Release is contested, I agree that the substantially prevailing party will be entitled to receive all attorney's fees and costs from the party contesting the validity of this Release.
- I have fully informed myself of the contents of this release by reading it before signing it. By my signature below I understand and agree to the above terms and conditions.

GUEST INFORMATION

First Name: _____ Middle Initial: _____ Last Name: _____

Sponsoring Member Name: _____

If you would like to be contacted by our membership team, please provide your personal email: _____

Guest Signature (if over the age of 17): _____ Date: _____

PARENT/GUARDIAN SIGNATURE

If guest or member is a minor, signature of parent or responsible adult is required below.

- 1. PARENTAL RELEASE OF LIABILITY:** In consideration of allowing my minor child to use PRO's facilities, I accept and agree to the full contents of this Release.
- 2. PARENTAL INDEMNIFICATION:** I agree to release, indemnify, defend and hold PRO harmless from all liabilities and future claims presented by my children or any other minor children and/or their parents, whose visit to PRO is sponsored by me, for any injuries, losses or damages to themselves or any family member or registered domestic partner. This includes any claim of the minor and any claim arising from the negligence of PRO.
- 3. PARENTAL REPRESENTATION OF AUTHORITY:** I agree that I am authorized to sign this Release on behalf of the child by all of the parents and/or legal guardians of the child. I represent that all parents and/or legal guardians of the child know of and acquiesce to the signing of this Release and agree to waive and release any and all claims, suits or related causes of action against PRO.

Signature (if guest/member is under the age of 18): _____ Date: _____