



Guest Waiver and Release of Liability

Assumption Of Risk Indemnification Agreement

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ THE ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING.

TERMS & CONDITIONS

1. **RELEASE OF LIABILITY** – To the maximum extent allowed by law, I, the undersigned (“I”), agree 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 negligence, injury, loss, death, costs, or other damages to me, my heirs or assigns, while on the premises of PRO or participating in any off-site PRO program or activity.
2. **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 or participating in any exercise or fitness activity. In consideration for being allowed to utilize PRO’s facilities, I agree I will assume the risk and full responsibility for any and all injuries, losses, death, costs or other damages, that might occur to me and/or my family while on the premises of PRO or participating in any off-site PRO program or activity.
3. **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 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.
4. **APPLICATION** – I agree this Waiver and Release of Liability (“Release”) shall apply to each visit I make to PRO, including future visits, regardless of any date of issuance or expiration date on the Guest or Permanent membership card, and regardless of the date that this form is signed below.
5. **AGREEMENT TO COMPLY WITH RULES** – I agree to, and will comply with, PRO’s Policies as posted at www.proclub.com. If I am a Member, I will comply with all usage restrictions pursuant to the Membership Agreement. I acknowledge PRO’s policies are subject to change at the sole discretion of PRO.
6. **BINDING ON OTHERS** – This Release shall bind the members of my family and my spouse or registered domestic partner, if I am alive, and my estate, family, heirs, administrators, personal representatives or assigns if I am deceased and shall be deemed a “Release, Waiver, Discharge and Covenant” not to sue PRO.
7. **SEVERABILITY** – I agree this Release is intended to 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 and any invalid portion will be modified or partially enforced to the maximum extent permitted by law to carry out the intention of this Release.
8. **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 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.
9. **INTEGRATION** – This Release, in conjunction with the Membership Agreement, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. I acknowledge that no oral representations, statements or other inducements to sign this Release have been made apart from what is contained in this document.

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:

Name (First): _____ (MI): ____ (Last): _____

Sponsoring Member: _____

Guest or Member (If over the age of 17)

SIGNATURE

MONTH DAY YEAR

PRINT NAME

PRO Sports Club Representative

Month Day Year

IF GUEST OR MEMBER IS A MINOR, SIGNATURE OF PARENT OR RESPONSIBLE ADULT IS REQUIRED BELOW:

10. **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.
11. **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.
12. **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.

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.

SIGNATURES:

Parent/Guardian (If guest or member is under the age of 18)

Month Day Year

4455 148th Avenue Northeast, Bellevue, WA 98007, P: (425) 885-5566, F: (425) 861-6245
501 Eastlake Ave. E., 2nd Floor, Seattle, WA 98109, P: (206) 332-1873, F: (206) 332-9513
9911 Willows Road #100, Redmond, WA 98052, P: (425) 869-4760, F: (425) 869-4751